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PUBLIC HEARING - 25-261
BISMARCK - SEPTEMBER 9, 2026 - 1:00 P.M.
BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS
FOR THE NORTH DAKOTA PUBLIC SERVICE COMMISSION

Chair Randy Christmann
Commissioner Sheri Haugen-Hoffart
Commissioner Jill Kringstad

**In the Matter of the Montana-Dakota Utilities Co., Wind
Farm Station Service - Wishek, ND, Public Convenience &
Necessity**

PSC DOCKET NO: PU-25-261
OAH DOCKET NO: 20260038

VOLUME 1 of 2

Commission Hearing Room
12th Floor, State Capital
Bismark, North Dakota
&
Remotely via Livestream & Telephone

September 9, 2026

BEFORE: Judge Hope L. Hogan

RECORDING TRANSCRIBED BY: Christine Simons, RMR, RPR

APPEARANCES:

ZEVEL SIMPSON, Attorney at Law, Dorsey & Whitney, LLP, and ALLISON WALDON, Attorney at Law, MDU Resources Group, Inc., appeared on behalf of Montana-Dakota Utilities Co.

SHAWN GRINOLDS, Attorney at Law, Bakke, Grinolds & Wiederholt, appeared on behalf of KEM Electric Cooperative, Inc.

CHRISTOPHER MARTENS, Special Assistant Attorney General & General Counsel, appeared on behalf of the North Dakota Public Service Commission.

PSC STAFF:

Robert Frank

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1 JUDGE HOGAN: All right. Good afternoon.
2 We are going to get started. Today is September
3 9th, 2026, at 1:00 p.m. This is the time and date
4 set by a Notice of Hearing issued by the North
5 Dakota Public Service Commission for Case Number
6 PU-25-261.

7 My name is Hope Hogan, and I'm the
8 Hearing Officer that's been designated for today's
9 hearing. This hearing is being held today at the
10 Commission Hearing Room at the State Capitol in
11 Bismarck, North Dakota.

12 As we begin, I'd ask everybody to please
13 check your cell phones to make sure they're either
14 turned off or silenced so we don't have cell phone
15 interruptions as we proceed in our hearing today.

16 We had an attendance sheet passed around
17 before the hearing began. If you have not signed
18 that, please see me at a break so we can have you
19 sign that. The Commission would like a record of
20 everybody that attended today's hearing.

21 On October 13th, 2025, Montana-Dakota
22 Utilities Company filed an application under North
23 Dakota Century Code Chapter 49-03 to extend service
24 to Badger Wind, LLC, at a location in Section 08,
25 Township 132N, Range 71W in McIntosh County, North

1 Dakota.

2 On November 19th, 2025, a Protest and
3 Request for Hearing was received from KEM Electric
4 Cooperative, Incorporated.

5 The Notice of Hearing specified the
6 following issues to be considered and determined in
7 this proceeding: Number one, From whom does the
8 customer prefer electric service? Number two, What
9 electric suppliers are operating in the general
10 area? Three, What electric supply lines exist
11 within at least a two-mile radius of the location to
12 be served, and when were they constructed?

13 Number four, What customers are served by
14 electric suppliers within at least a two-mile radius
15 of the location to be served? Number five, What are
16 the differences, if any, between the electric
17 suppliers available to serve the area with respect
18 to reliability of service? Six, Which of the
19 available electric suppliers will be able to serve
20 the location in question more economically and still
21 earn an adequate return on its investment?

22 Seven, Which supplier's extended electric
23 service would best serve orderly and economic
24 development of electric service in the general area?
25 Eight, Would approval of the application result in

1 wasteful duplication of investment or service?

2 Nine, Is it probable that the location in question
3 will be included within the cooperative [sic] limits
4 of the municipality within the foreseeable future?

5 And ten, Will service by either of the electric
6 supplier in the area unreasonably interfere with the
7 service or system of the other?

8 I'm now going to ask the parties to state
9 their appearance for the record and introduce the
10 witnesses you intend to call.

11 And I'll start with you, Mr. Simpser.

12 MR. SIMPSE: Thank you, Your Honor. Zev
13 Simpser, Dorsey & Whitney, on behalf of
14 Montana-Dakota Utilities. With me is Allison
15 Waldon, and our witness will be Darcy Neigum.

16 JUDGE HOGAN: All right. Thank you.

17 Mr. Grinolds, do you want to state your
18 appearance for the record and introduce the
19 witnesses you intend to call?

20 MR. GRINOLDS: Sure. My name is
21 Shawn Grinolds --

22 UNIDENTIFIED: Can you turn your
23 microphone on? There you go.

24 MR. GRINOLDS: My apologies. My name is
25 Shawn Grinolds with Bakke Grinolds Wiederholt. I'm

1 here representing KEM Electric Power Cooperative,
2 and testifying here today are Lee Keller and Dale
3 Nagel.

4 JUDGE HOGAN: All right. Thank you.

5 And, Mr. Martens, do you want to state
6 your appearance for the record and introduce
7 Commission staff who will participate in the hearing
8 with you today?

9 MR. MARTENS: Yes, Your Honor. Thank
10 you. Chris Martens, Special Assistant Attorney
11 General and General Counsel for the North Dakota
12 Public Service Commission. Seated to my left is
13 Mr. Rob Frank, PSC staff. I also ask that he be
14 able to ask questions as needed today.

15 JUDGE HOGAN: All right. Thank you.

16 I'll now ask if there's any opening
17 comments from the Commissioners, and I'll start with
18 Commissioner Haugen-Hoffart.

19 COMMISSIONER HAUGEN-HOFFART: Good
20 afternoon, everyone. We have ten points to go
21 through very thoroughly. I have to say, MDU, I only
22 received like three sheets. So I didn't have much
23 to go on to prepare for this, so that was a little
24 disappointing; where I got information from KEM.

25 So it's going to be -- I have a lot of

1 questions on -- on this. I think some of it is very
2 easy to go through on the ten points. So bear with
3 us as we go through it, and thank you.

4 JUDGE HOGAN: Commissioner Christmann.

5 COMMISSIONER CHRISTMANN: Nothing more.
6 Just ready to get started.

7 JUDGE HOGAN: Commissioner Kringstad.

8 COMMISSIONER KRINGSTAD: No opening
9 comments. Thank you.

10 JUDGE HOGAN: All right. So it's my
11 understanding the parties have stipulated to
12 exhibits for this case, so I'll just highlight what
13 I received. I have seven exhibits from MDU labeled
14 MDU 1 through MDU 7, and then, let's see, KEM has 18
15 exhibits labeled -- labeled KEM 1 through 18. And I
16 would note that some of those exhibits have subparts
17 which are identified individually.

18 So I'll just ask if -- or confirm that
19 the parties are willing to stipulate to exhibits.

20 Mr. Simpson.

21 MR. SIMPSON: Yes, we so stipulate.

22 JUDGE HOGAN: And Mr. Grinolds.

23 MR. GRINOLDS: Yes, Your Honor, we
24 stipulate.

25 JUDGE HOGAN: And Mr. Martens.

1 MR. MARTENS: Honestly, I don't have them
2 before me to -- to look at, but I mean, I don't have
3 an objection. But if we can get an extra copy, it'd
4 be great. You need yours, we'll -- we'll figure it
5 out, but --

6 COMMISSIONER HAUGEN-HOFFART: So can I
7 ask for clarification? This is MDU's exhibits?

8 JUDGE HOGAN: Yes; the binder is KEM's.

9 COMMISSIONER KRINGSTAD: Yeah, okay.

10 JUDGE HOGAN: Mr. Martens, I'm going to
11 give you my copy.

12 All right. Then the exhibits would be
13 admitted into the record as prefiled.

14 (MDU Exhibits 1-7 and KEM Exhibits 1-18
15 received.)

16 JUDGE HOGAN: The parties had a
17 prehearing conference on July 1st where we discussed
18 procedure for today's hearing, which will be maybe
19 slightly different than we normally do. We'll start
20 with opening statements from the parties.

21 And then for witness testimony, the
22 parties are going to do direct, cross, redirect, and
23 recross before we get to Commissioner questions. So
24 we'll get all the party questions out before we move
25 to the Commissioner questions. And then after

1 those, the parties will -- can ask any follow-up
2 questions as well.

3 And then there was also a request to file
4 closing briefs, so we'll address that at the end of
5 the hearing.

6 So with that, I'll just ask if there's
7 any other preliminary matters we need to address.

8 Mr. Simpson, did you have anything?

9 MR. SIMPSON: Nothing, Your Honor.

10 JUDGE HOGAN: And Mr. Grinolds?

11 MR. GRINOLDS: No, Your Honor.

12 JUDGE HOGAN: Mr. Martens.

13 MR. MARTENS: No, Your Honor. Thank you.

14 JUDGE HOGAN: All right. Then we will
15 move to opening statements, and I will turn to you,
16 Mr. Simpson, first.

17 MR. SIMPSON: Thank you, Your Honor.

18 Good -- good afternoon, Commissioners. I
19 want to start off by noting that procedurally
20 this -- this case is a little different, in that,
21 for a bunch of scheduling issues, there was never
22 prefiled direct testimony or rebuttal testimony by
23 either party. So we get to do everything live
24 today.

25 I think that goes to your point,

1 Commissioner Haugen-Hoffart.

2 At the end of the day, what we have here
3 is an issue of real first impression for the
4 Commissioners. The Territorial Integrity Act really
5 asks that the Commission find that there's orderly
6 development of infrastructure in the state and that
7 service to customers be consistent with that orderly
8 development. To meet that orderly development, the
9 Commission has set forth ten factors that are coming
10 really from some Supreme Court precedent with those
11 five factors.

12 At the end of the day, there's very
13 little in dispute here. We recognize that both KEM
14 and MDU are serving customers in the area. KEM
15 makes a very strong point that they are -- they are
16 serving customers closer to this particular wind
17 farm.

18 However, it's a novel theory that the
19 Commission is -- is being put before the Commission
20 today that we really need to think through. The
21 wind farm is being -- is interconnected to MDU's
22 facilities. MDU quite literally touches the wind
23 farm at the voltage necessary to serve the wind farm
24 for offline station service.

25 KEM's theory of the case is that because

1 those are transmission facilities under the
2 functional control of MISO and subject to the MISO
3 tariff, that their rights of open access would
4 say -- would tell the Commission that orderly
5 development of infrastructure in the state should
6 mean that KEM serves this load that is currently
7 connected to MDU's facilities. We really don't
8 think that's the case.

9 At the end of the day, there are three
10 things that are really key components that we ask
11 the Commission to consider. The first is just a
12 fundamental issue of fairness. MDU is required by
13 federal law to accommodate the interconnection of
14 this wind farm. We are obligated under the MISO
15 tariff and we are obligated under the Federal Power
16 Act.

17 We made a lot of effort to -- to
18 accommodate the interconnection of -- of this
19 project. We are the interconnecting transmission
20 owner. That's a lot of effort and time and
21 investment that we made that we were required to
22 make. And then once all that work is done and once
23 everything is ready to go, KEM comes through and
24 says, Well, I have an opportunity to serve this
25 because I have open access rights through the MISO

1 tariff.

2 Additionally, and very importantly, of
3 the ten factors, the key ten-factor that is
4 necessary for the Commission to consider is customer
5 choice. The customer prefers that service comes
6 from MDU. Now, while historically customer choice
7 has not been the controlling factor, the reality
8 of -- of the case is when you look at the ten
9 factors, all of them, we believe weigh in favor of
10 MDU; KEM believes weighs in favor of KEM. But at
11 the end of the day, the one undisputed factor is
12 that the customer prefers to be served by MDU, by --
13 through MDU's facilities, which are currently
14 literally touching the facility at hand.

15 The last important point to really keep
16 in mind as we go through all of this is that while
17 KEM does serve customers closer to this wind farm,
18 it does not have any facilities that could serve the
19 wind farm at the voltages necessary. KEM has no
20 345-kV facilities in the area. In fact, KEM doesn't
21 have any facilities that are capable of serving
22 offline station service for this wind farm without
23 significant additional investment.

24 This is very much the same kind of case
25 that the Commission considers when, for example, one

1 entity has single-phase service in an area and
2 another entity has three-phase service in an area
3 and the new customer requires three-phase service.
4 Closeness to the customer is not the only criteria;
5 orderly development is. And oftentimes that may
6 mean pulling in service from farther away that is
7 more appropriately for serving the customer.

8 When you look at the facts at hand --
9 that I don't believe there's any dispute on and
10 we're going to have lots of opportunity to talk
11 about them -- it becomes very clear. The only --
12 the only facilities available to serve the wind farm
13 at the voltage it needs are owned by MDU. MDU put
14 those facilities in place consistent with its
15 federal obligations.

16 And at the end of the day, the KEM
17 Cooperative is now coming in and saying, Thank you
18 for doing all of that work, but -- but we have open
19 access rights, and, therefore, because we serve
20 somebody at distribution voltage closer than MDU
21 does, that we should have the right to serve this
22 customer, even if the customer doesn't want that
23 service.

24 So I'd ask for the Commission to keep
25 those things in mind as we have a very, hopefully,

1 thorough and strong discussion about this. And with
2 that, we'll be ready to call our first witness.

3 JUDGE HOGAN: All right. Thank you.
4 Mr. Grinolds.

5 MR. GRINOLDS: Thank you.

6 UNIDENTIFIED: Could you turn your
7 microphone on?

8 MR. GRINOLDS: Thank you, Your Honor,
9 Commissioners. My name is Shawn Grinolds. I'm here
10 representing KEM Electric Power Cooperative,
11 Incorporated.

12 This -- this case concerns who should
13 permanently provide retail electric backfeed service
14 to the Badger Wind Farm at the Wishek substation.
15 At the outset, I want to be precise about KEM's
16 position. KEM does not contend that it possesses an
17 exclusive, legally defined service territory at this
18 location. There is no written service agreement
19 between KEM and MDU establishing a boundary around
20 the Wishek substation.

21 Under North Dakota law, a statutory
22 service area is defined as a geographic area
23 established by agreement among electric providers
24 and approved by the Commission. No such agreement
25 exists here.

1 What the evidence will show instead is
2 that the Wishek substation and the Badger Wind
3 facilities are situated in the general rural area
4 traditionally served by KEM, and that distinction is
5 important because that is precisely the type of
6 factual inquiry the Commission makes in determining
7 public convenience and necessity.

8 The governing statute is North Dakota
9 Century Code 49-03-01.1. It provides that an
10 electric public utility may not serve a customer
11 whose place of service is outside the corporate
12 limits of a municipality unless the utility first
13 obtains an order from the Commission authorizing the
14 service and a certificate finding that public
15 convenience and necessity require that permission be
16 given.

17 There is no dispute that this service is
18 outside the city of Wishek. MDU itself admits that
19 this Wishek substation is located just over one mile
20 outside Wishek's corporate limits. MDU also admits
21 that the station service at issue is retail electric
22 service.

23 So the question before the Commission is
24 not simply whether MDU can provide this service; of
25 course it can. The question is whether MDU has

1 established that public convenience and necessity
2 require that MDU be granted permanent authority to
3 provide the particular rural retail service.

4 The Commission answers that question
5 through the familiar ten-factor analysis. Those
6 factors examine customer preference, which suppliers
7 operate in the general area; the location and
8 history of their lines and customers; reliability;
9 economics; orderly and economic development of
10 service; wasteful duplication; the likelihood of
11 municipal annexation; and whether service by one
12 supplier would unreasonably interfere with the
13 other.

14 The North Dakota Supreme Court has
15 expressly recognized those ten factors in *Minn-Kota*
16 *Ag Products, Inc. v North Dakota Public Service*
17 *Commission*, 2020 North Dakota 12, and that case
18 makes an important point for this proceeding. The
19 factors must be considered together as a whole.

20 Even where a customer preferred the
21 public utility and that utility could provide less
22 expensive service, the Commission denied the
23 certificate because other factors, including orderly
24 development and duplication, favored the rural
25 cooperative. The evidence here will show that these

1 broader public interest considerations strongly
2 favor KEM.

3 Mr. Dale Nagel will testify about KEM's
4 long history of service surrounding the Wishek
5 substation. KEM has 15 electric services within
6 6,000 feet, which is 1.1 miles from the requested
7 delivery point. It has three electric services
8 within approximately 1,000 feet. Its members and
9 facilities are located north, south, east, and west
10 of this location. And according to Mr. Nagel's
11 historical knowledge, every new electric service
12 constructed within that 6,000-foot radius during the
13 preceding ten years was serviced by KEM.

14 This is not simply historical service
15 from decades ago. KEM has continued investing in
16 this immediate area. Within the last year relevant
17 to this proceeding, KEM constructed three new
18 services within approximately 3,000 feet of the
19 delivery point: One for the Badger Wind Project
20 contractor, Blattner Energy; and two for the Badger
21 Wind itself. KEM also constructed two residential
22 services within approximately 1,000 feet of the
23 delivery point during the preceding eight years.

24 MDU's discovery responses do not
25 contradict Mr. Nagel's declaration testimony on file

1 herein concerning these 15 KEM services. MDU stated
2 that it had no basis to dispute those facts, and it
3 took Mr. Nagel's sworn testimony at his word. MDU
4 also disclosed that it presently has only eight
5 customers within a 6,000-foot radius of the Wishek
6 substation. That is the factual context in which
7 this application must be decided.

8 It is also significant that Badger Wind
9 originally came to KEM for this very service.
10 Badger Wind submitted a KEM membership application.
11 It then executed, together with KEM, a new load
12 delivery point initiation application on July 23rd,
13 2025, specifically identifying Badger Wind as the
14 ultimate retail customer, KEM Electric as the Class
15 A member serving the load, Basin Electric as the
16 transmission provider, MISO as the related
17 transmission arrangement, and MDU's 2030-kilovolt
18 [sic] Wishek facilities as the host transmission
19 facilities.

20 The anticipated station service load was
21 identified as up to four megawatts. Basin then
22 proceeded with that request. On August 12th, 2025,
23 the evidence will show Basin submitted to MISO a
24 network load application for four megawatts of
25 Badger Wind station service load at the MDU Wishek

1 substation.

2 The application requested network
3 integration transmission service and identified
4 MDU's Wishek substation as the point of delivery.
5 The MISO process was not complete. The document
6 showed that MISO subsequently advised Basin that the
7 new load needed to proceed through additional Module
8 B and system impact study procedures; KEM will not
9 suggest otherwise.

10 But that is a transmission access and
11 implementation issue. It does not answer the
12 separate state law question before this Commission:
13 Which entity should be the permanent retail
14 supplier? That distinction is particularly
15 important here because MDU admits that its
16 high-voltage transmission system, including the
17 Wishek substation, is under the functional control
18 of MISO and is subject to the MISO open-access
19 transmission tariff.

20 MDU owns the Wishek substation, but
21 ownership of the transmission facility does not, by
22 itself, establish the right to provide retail
23 electric service at that location. If ownership of
24 a transmission substation answered the retail
25 service question, there'd be little purpose in

1 applying the ten-factor public convenience and
2 necessity test.

3 MDU will emphasize that its proposal
4 requires no new extension. MDU has explained that
5 it intends to use an existing wind generation
6 revenue meter and, therefore, believes it needs no
7 additional equipment at the Wishek substation. But
8 as those existing facilities are under the
9 functional control of MISO, KEM would also have
10 access to those same facilities.

11 There is a history of KEM utilizing
12 similar MDU-owned MISO open acc- transmission tariff
13 facilities. KEM currently provides retail electric
14 service to its members through three meters located
15 at MDU's Linton substation and obtains data from
16 those meters remotely.

17 The Supreme Court has made clear that
18 public convenience and necessity is not determined
19 solely by which supplier can reach a particular
20 customer at the lowest incremental cost, and the
21 Commission has previously addressed essentially this
22 same type of dispute between these same two electric
23 providers, MDU and KEM.

24 In Application of Montana-Dakota
25 Utilities Company, 219 N.W.2d 174, North Dakota case

1 from 1974, a rural customer located near Braddock,
2 North Dakota, in Emmons County preferred MDU. MDU
3 had obtained temporary authority and was actually
4 providing service. MDU's extension to the customer
5 was only approximately 1,116 feet.

6 Nevertheless, the Commission found KEM to
7 be the dominant electric supplier in the rural --
8 general rural area and determined that KEM's service
9 was more consistent with orderly development of
10 electric service. The Commission, therefore, denied
11 MDU permanent authority in that case.

12 The Supreme Court explained the governing
13 principle: Customer preference does not control the
14 Commission's decision. Rather, the Commission must
15 determine public convenience and necessity by
16 considering such matters as the location of the
17 supplier's lines, reliability, relative economics,
18 qualification to serve, orderly development, and
19 wasteful duplication.

20 That precedent is particularly
21 instructive here. Badger Wind's present preference
22 for MDU is not controlling, and the history of
23 Badger Wind's own conduct makes the factor
24 considerably less one-sided than MDU may suggest.
25 Badger Wind first arranged this service with KEM.

1 It executed the delivery point application with KEM.
2 KEM and Basin then initiated the MISO process. MDU
3 itself acknowledges those facts and acknowledges
4 that it was not involved in those discussions before
5 its acquisition of an ownership interest in the
6 Badger Wind facilities.

7 The evidence will also show that KEM's
8 objection is consistent with the historical
9 relationship between these parties. Mr. Nagel will
10 describe numerous prior occasions when KEM did not
11 oppose MDU's service of rural customers in the
12 broader area because MDU's facilities were
13 substantially closer and MDU was plainly the more
14 logical supplier. In those cases, the deferences
15 were substantial: Hundreds of feet for MDU compared
16 to thousands of feet or even miles for KEM.

17 This case is different. Here this
18 service location sits amid an established
19 (indiscernible) of KEM rural service. KEM already
20 serves Badger Wind facilities immediately adjacent
21 to the requested load. KEM has continued
22 constructing and maintaining service in the
23 surrounding rural area, and the customer itself
24 originally treated this station service load as
25 another KEM service location.

1 The Commission, therefore, need not
2 decide this case by drawing an artificial
3 territorial boundary that does not exist. It need
4 only apply the public convenience and necessity
5 standard that North Dakota law already provides.

6 At the conclusion of the evidence, KEM
7 believes the record will establish three central
8 points. First, although there is no defined
9 statutory service territory, the Wishek substation
10 and Badger Wind Project are located in the general
11 rural area traditionally served and developed by
12 KEM. Second, KEM is ready and able to provide
13 Badger Wind's retail station service subject to
14 completion of the necessary MISO transmission study
15 and metering arrangements.

16 And, third, when all ten factors are
17 considered together, not simply MDU's ownership of
18 the substation or Badger Wind's present preference,
19 MDU will not have established the public convenience
20 and necessity require permanent MDU retail service
21 at this location.

22 For those reasons, at the conclusion of
23 the hearing, KEM will respectfully request that the
24 Commission deny Montana-Dakota Utilities Company's
25 application for permanent authority. Thank you.

1 JUDGE HOGAN: All right. Thank you.

2 Mr. Martens, did you have any opening
3 statement or opening comments?

4 MR. MARTENS: No, Your Honor.

5 JUDGE HOGAN: All right. Thank you.

6 Mr. Simpson, you can call your witness.

7 MR. SIMPSON: Montana-Dakota calls

8 Mr. Darcy Neigum to the stand.

9 JUDGE HOGAN: All right. I'll have you
10 state your full name for the record and spell your
11 last name.

12 MR. NEIGUM: Darcy Neigum, N-E-I-G-U-M.

13 JUDGE HOGAN: Mr. Neigum, did you --
14 before you testify today, I'm required by law to
15 advise you on the penalties for perjury in the state
16 of North Dakota. Perjury is a Class C felony
17 punishable by a maximum fine of \$10,000, a maximum
18 five years imprisonment, or both.

19 Do you understand what perjury is?

20 MR. NEIGUM: Yes, I do.

21 JUDGE HOGAN: And being advised of the
22 potential penalties for perjury, do you promise to
23 tell the truth in this case today?

24 MR. NEIGUM: I do.

25 DARCY NEIGUM,

1 after having been first duly sworn, was
2 examined and testified on his oath as follows:

3 JUDGE HOGAN: All right. Thank you.
4 Go ahead, Mr. Simpser.

5 MR. SIMPSE: Thank you, Your Honor.

6 DIRECT EXAMINATION

7 BY MR. SIMPSE:

8 Q Good afternoon, Mr. Neigum. Can you please tell us
9 who you work for and what your job title is?

10 A My name is Darcy Neigum. I work for Montana-Dakota
11 Utilities, and my title is the Vice President of
12 Energy Supply.

13 Q And on whose behalf are you testifying?

14 A Montana-Dakota Utilities.

15 Q And how long have you been with Montana-Dakota?

16 A 31 years.

17 Q And what do you do in your current role?

18 A I'm responsible for the energy deliveries, both gas
19 and electric, for Montana-Dakota Utilities and its
20 other brands. That would also include our
21 interactions with MISO and what we would have for
22 transmission planning (indiscernible).

23 Q Thank you.

24 So can you tell us about the Badger Wind
25 Farm?

1 A Sure. The Badger Wind Farm is a 250-megawatt wind
2 project located near Wishek, North Dakota.

3 Q And who owns the Badger Wind Farm?

4 A The Badger Wind Farm is jointly owned between Badger
5 Wind, LLC, who is owned by Ørsted North America.
6 They own 51 percent, and Montana-Dakota Utilities
7 owns the other 49 percent. Badger Wind also does
8 provide the O&M services for the project.

9 Q And how did MDU come to own its 49 percent of Badger
10 Wind?

11 A We acquired that through a purchase acquisition and
12 through a CPCN process that we went through with
13 this Commission.

14 Q And is Badger Wind interconnecting to an independent
15 system operator?

16 A Yes, it is.

17 Q Which one?

18 A MISO.

19 Q And who is currently providing retail electric
20 service to the Badger Wind farm?

21 A The secondary facilities at Badger Wind, which would
22 be those loads that are the op -- the shop and what
23 it would have for the office area that it has, as
24 well as the backup service for the collector
25 substation, are provided from KEM's distribution

1 system.

2 And as far as the offline station
3 service, those are currently provided by
4 Montana-Dakota Utilities under a temporary
5 certificate of public convenience and necessity.

6 Q Can you describe offline station service?

7 A Offline station service is electric service that the
8 wind turbines themselves or a generator needs
9 through the interconnection when the facility is
10 offline.

11 So in the case when the wind farm isn't
12 blowing and producing energy that's going on the
13 grid, it does have equipment, heaters, pumps,
14 control systems that are still consuming a load.
15 And so rather than to see energy that's put onto the
16 grid that ends up being sold as a generation, it
17 ends up being a load. So there's actually flow that
18 will actually come back through the generator
19 revenue meter in this case and basically is retail
20 load.

21 Q And you're seeking to provide that offline station
22 service permanently through this proceeding,
23 correct?

24 A Yes, we are.

25 Q Does Badger Wind want its offline station service to

1 be provided by Montana-Dakota?

2 A Yes, it does.

3 Q And you heard Mr. -- Mr. -- my colleague here note
4 that Badger Wind originally requested this service
5 from KEM. Do you have any explanation as to why?

6 A I do. So during the construction of the Badger Wind
7 Project, one of the things when they're in the
8 construction phase is they have that ability to go
9 off and need to take service, that it would end up
10 being for their construction power they would end up
11 having. So that would be for their job trailers and
12 also for their batch plants and other facilities.

13 As a part of that, they had an
14 arrangement with KEM where KEM was providing that
15 service to them that it would need for the
16 distribution-type facilities they needed to
17 construct the project itself.

18 Through that point, and I don't know
19 that -- the details of the conversation, KEM
20 indicated that they could provide that service to
21 Badger Wind, as far as the offline station purchase
22 of the project itself. Our conversations when we
23 talked with Badger Wind and Ørsted around that
24 service, when we ended up getting -- the service
25 request came through for the establishment of the

1 new load delivery point, was asking the question why
2 they had gone that direction, and also that
3 Montana-Dakota Utilities was equally situated to be
4 able to provide that service.

5 The explanation from Badger Wind/Ørsted
6 at that point in time was they didn't understand
7 exactly all the -- the intricacies of how service
8 could be provided in North Dakota underneath the
9 Territorial Integrity Act. And so because KEM came
10 forward with them with that service application,
11 they thought that's what they needed to do.

12 So our conversations and understanding
13 with them is saying, No, there was another
14 alternative to that process, and so they filed a
15 service application with us.

16 Q And does MDU seek to serve every customer who
17 requests service?

18 A We do not. So when -- when a customer comes to us,
19 we will take a look at the -- our ability to serve
20 that in light of the Commission's ten-factor test.
21 And so in looking at that, we will decide who would
22 be in the better position and more appropriate to
23 provide that service, whether it would be MDU or the
24 local electric co-op in this situation.

25 In this case, I do believe that the ten

1 factors rule in MDU's favor as far as the service of
2 this load.

3 Q And when it comes to the ancillary buildings that
4 you described earlier, did MDU request a CPCN to
5 serve those?

6 A We did not.

7 Q And why not?

8 A Based upon our evaluations of the Commission's
9 ten-factor test, our judgment would be that KEM was
10 in a better position to provide that service.

11 Q And -- and why do you -- why do you -- what do you
12 mean by that?

13 A First of all, the customer didn't ask us to provide
14 that service. So this is the construction power
15 that it would have -- that it would have for the job
16 trailers, the batch plant, and also as they -- the
17 facilities that it would have for the collector
18 substation itself. They didn't ask us for that.

19 The other one is MDU and KEM historically
20 have a relationship where we've worked on orderly
21 development in the area, and so that place we
22 generally know who is best able to serve these types
23 of loads. And so from the standpoint of this, we
24 consider, you know, KEM was better situated to be
25 able to serve those distribution loads than

1 Montana-Dakota Utilities.

2 Q And why do you believe that's not the same for
3 offline station service?

4 A So the offline station service is a very unique and
5 different aspect that we're talking about, in that,
6 this is a MISO generator facility that it ends up
7 being. So kind of from a chicken-and-the-egg
8 standpoint, we're not talking about a customer that
9 came forward with a load and says, You know, I'm
10 looking for a place to be able to get a shop to
11 service or a building or maybe a home that I have.
12 I'm coming in and I want to be a generator. And so
13 they're looking for those places on the system where
14 it's best and more appropriate for them to connect
15 that generator.

16 And then they go through the applications
17 and the studies that it would end up having to make
18 those service requests, and that's where we get
19 involved, to study this as a generation. And we
20 work through what are those requirements that it's
21 going to end up taking to provide service to this
22 particular customer.

23 In that case, the project itself as we
24 developed this, connects onto our 230-kV
25 transmission system that we do have at Wishek, North

1 Dakota, Wishek Northwest substation. And in that,
2 we provided all of the facilities that were required
3 in working with the customer to make that connection
4 from the wind farm, that it would be -- end up onto
5 our facility that it would be. So our working with
6 the customers established the orderly development
7 for the service of that load.

8 Q And you noted that Badger Wind interconnects to
9 MDU's facilities as a MISO generating unit, and
10 why -- why is that -- why is that important?

11 A So the interconnection to the MISO facilities as a
12 generator, there is an open-access element that's a
13 part of the -- the transmission system as it
14 pertains to the ability to take service. MDU is
15 also a 49 percent owner in the Badger Wind wind
16 project itself. So 49 percent of the cost for the
17 construction outside of all of the network upgrades
18 that are required, for all of the equipment that is
19 needed to be put in place to be able to supply the
20 ultimate purpose of this facility or this wind
21 project that it has.

22 As we go through and spend a lot of time
23 into the development of actually the interconnection
24 facilities and the establishment of that ability for
25 that generator to get onto our system -- and, again,

1 that's wholly using our facility. So there are no
2 facilities that are KEM's that are available or that
3 KEM would even have at the right voltage to provide
4 that type of service.

5 We end up seeing that they're coming
6 behind us now claiming that there's a right to those
7 facilities after they've done none of the work to be
8 able to bring that project online, which feels
9 inconsistent with the orderly development of
10 infrastructure in the state of North Dakota. And it
11 does create a free rider incentive, at least that
12 the Commission should not support.

13 Q And you -- you heard the opening statement from
14 KEM's attorney. From -- from your perspective,
15 based on that, does orderly development and concern
16 about duplication of facilities argue for service by
17 the Cooperative or by MDU based on the current facts
18 as you're describing?

19 A It would point to MDU as being the more orderly
20 development.

21 Q So as we talk about orderly development, it's
22 probably worthwhile to discuss how MDU would provide
23 this offline station service. So how do you go
24 about doing it?

25 A So the offline station service, as I indicated

1 before, is still provided through-the
2 interconnection, through the MISO process that we
3 would have to connect the generator onto our
4 transmission system.

5 So the generator made the interconnection
6 request to MISO. We have the obligation to work
7 with MISO to do the studies, to put in place the
8 interconnection agreements, and also go through the
9 construction of necessary facilities and the
10 interconnection with the customer as it pertains to
11 the 230-kV line that they own.

12 And so as we go through all of that work,
13 the providing of offline station service does not
14 come from a distribution line that could come in and
15 power the lights or the heaters inside the wind
16 turbines itself. It comes from the actual backfeed.
17 The same equipment that's putting electricity out
18 onto the grid are the same facilities that,
19 basically, is allowing that energy to come in and
20 power the generator equipment.

21 And that's no different than any of the
22 other generators that we have in the state where
23 station service can be provided back through the --
24 through their back service.

25 Q And you're --

1 A So in that, I can show you that on a map if you'd
2 like as well.

3 Q That would be helpful. I believe Exhibit A to
4 Montana-Dakota's application, which was provided to
5 the Commissioners. This is the cover sheet. It has
6 a black and white map that we can use.

7 A And it looks like this.

8 (Indiscernible chatter.)

9 MR. SIMPSON: Yes.

10 JUDGE HOGAN: Yeah.

11 (Indiscernible chatter.)

12 COMMISSIONER CHRISTMANN: Your Honor.

13 JUDGE HOGAN: Yeah.

14 COMMISSIONER CHRISTMANN: So we walk in
15 here and we get all this dumped on us, not to
16 mention another binder that should have been
17 earlier, and now you mention -- I think you said an
18 exhibit, but maybe something else, and that includes
19 a map. And you come up and give us a map, but where
20 is this in here? Because is there more to this
21 document I should be looking at other than the map?
22 Or it just seems like whatever someone wants us to
23 see at any given moment, that's all we get, but the
24 rest of it is just buried in here and we should look
25 away.

1 MR. SIMPSE: No, absolutely,
2 Commissioner. It was included in Montana-Dakota's
3 initial application. It was the Exhibit A map to
4 Montana-Dakota's --

5 COMMISSIONER CHRISTMANN: Exhibit A,
6 okay.

7 MR. SIMPSE: -- to Montana-Dakota's
8 application. And there's nothing to hide. We're
9 just trying to use that as a demonstrative.

10 COMMISSIONER HAUGEN-HOFFART: So can I --

11 JUDGE HOGAN: Go ahead.

12 COMMISSIONER HAUGEN-HOFFART: So I just
13 want to say that in your initial filing back on
14 October 2nd, 2025, that map, this map is the same as
15 this map?

16 MR. SIMPSE: Yes, Commissioner.

17 COMMISSIONER HAUGEN-HOFFART: Okay.

18 THE WITNESS: So the particular map does
19 show the network transmission facilities that
20 Montana-Dakota Utilities does -- does have in the
21 area. The -- in the middle of this diagram on the
22 left-hand side, there ends up being -- the Wishek
23 Northwest substation is located. It would be the
24 box in red that you would end up seeing.

25 Montana-Dakota Utility also has -- there

1 are two 230-kV transmission lines -- one that goes
2 north out of the substation and one that goes
3 south -- that ends up providing power in the area.
4 Montana-Dakota Utilities also does have a 115-kV
5 transmission line that does run -- kind of this
6 green line that runs just kind of off the left-hand
7 side of the page. And then there are also four
8 41.6-kV transmission lines that are in the area.

9 So the Badger Wind Project itself will
10 connect to the Wishek Northwest substation and does
11 have another 230-kV line that runs to the left or to
12 the northwest from that site, about a half a mile is
13 where the Badger Wind site is located. In that --
14 where that Badger Wind line connects to that, Badger
15 Wind owns.

16 There is a revenue meter that's a part of
17 the generator interconnection, and that meter is all
18 that we need to do is -- to be able to provide that
19 retail service to that, is use all the facilities
20 that exist, and we're just using that existing meter
21 that's in place to be able to -- to meter and bill
22 for the retail service.

23 BY MR. SIMPSON:

24 Q And -- and to be clear, does MDU need to install any
25 additional equipment to provide offline station

1 service?

2 A We do not.

3 Q Does MDU need to make any kind of MISO request or
4 otherwise do anything additional to provide offline
5 station service?

6 A We do not.

7 Q So thank you for laying some of that factual
8 predicate, Mr. Neigum. I guess now it's important
9 that we kind of go through the ten-factor test. I
10 guess, the first factor is customer preference. You
11 did testify that Badger Wind prefers that MDU
12 provide offline station service, correct?

13 A That is correct.

14 Q And you also have already discussed the series of
15 events that led to Badger Wind requesting such
16 service in lieu of requesting it from KEM, correct?

17 A Correct.

18 Q Do you know if Badger Wind's request to KEM to
19 provide offline station service is even still open?

20 A From that standpoint, we're not aware if it is still
21 or not. You know, at some point it becomes
22 irrelevant just because, you know, that -- MISO has
23 not taken the standpoint to be able to work on or
24 finish that process.

25 Q Factor two is electric suppliers in the general

1 area. Who provides service within the area -- the
2 general area of Badger Wind?

3 A Both KEM and Montana-Dakota Utilities provide
4 service in the general area. MDU's facilities
5 include all the transmission lines, the Wishek
6 Northwest substation, which was recently constructed
7 by MDU, and KEM recognized the Badger Wind offline
8 station service would be provided through MDU's
9 facilities irregardless of how service is provided
10 for offline station service.

11 Q And -- and just to be clear, does KEM or KEM's
12 transmission provider, Basic Electric, own any
13 transmission facilities in the general area?

14 A They do not own any facilities that would be
15 sufficient enough to provide the offline station
16 service.

17 Q And does MDU actually provide all the transmission
18 service to KEM within the area?

19 A Yes, we do.

20 Q So KEM could not serve any customers without MDU's
21 transmission facilities?

22 A In the Wishek area, that's correct.

23 Q Okay. And you've read Mr. Nagel's declaration,
24 correct?

25 A Yes, I have.

1 Q Does Mr. Nagel recognize that MDU's facilities are
2 going to be used to provide offline station service
3 regardless of who the provider is?

4 A Yes, he does.

5 Q Okay. And based on Mr. Nagel's declaration or other
6 information that you may be aware of, how is KEM
7 proposing to use MDU's existing facilities to do
8 this?

9 A So our understanding is KEM would like to use the
10 MISO open-access provisions, at least under MISO's
11 tariff and the network facilities that we have in
12 the area, to be able to take service and to provide
13 the offline station service or the usage of those.

14 Q Does that mean MDU's facilities are shared with KEM?

15 A No, they're not. Our facilities are under an open
16 access, which is governed by FERC, which is not
17 an -- which is a process that can be gone through.
18 And as far as there is not an absolute -- or a
19 provision, at least, that would establish at least
20 that those may be billed to everybody, at least on
21 that -- that equal basis that it would have.

22 Q And is KEM or Basin, whoever provides that service
23 to KEM, are they required to compensate you for the
24 use of your facilities?

25 A They are.

1 Q And do you have to pay the same compensation to
2 yourself?

3 A We do not receive a bill from MISO for the use of
4 our transmission facilities. Those all come under
5 our bundled North Dakota rates, and so, in that,
6 there's a lower rate of return that's a part of
7 those facilities and cost to customers for use of
8 those under our bundled facilities.

9 Q So subject to that compensation, do you agree that
10 KEM could utilize your facilities to provide offline
11 station service?

12 A They would have that ability to use facilities --

13 Q All right.

14 A -- our facilities.

15 Q Do you think the service would be equivalent?

16 A It's unsure exactly -- exactly how KEM would go
17 about providing all the service from what was in
18 Mr. Nagel's declaration, but I do believe it would
19 be fairly similar.

20 Q So how should the Commission take that into account,
21 that there is a -- there is a possibility that MDU
22 and KEM would provide equivalent service?

23 A So if equivalent service is provided, we think
24 customer choice should prevail. You know, it is one
25 of the ten factors that should be considered.

1 Q And why do you think that should be the case?

2 A From the standpoint of the provisions in this case,
3 you know, we are talking about, you know, the
4 orderly development, the efforts that MDU had went
5 forward in this case to develop the interconnection
6 facilities, and also in the standpoint that the
7 customer just prefers service from MDU.

8 Q Let's talk about the next factor, which is, What
9 electric supply lines exist within at least a
10 two-mile radius of the location to be served?

11 So I'll ask you that question,
12 Mr. Neigum. What MDU electric supply lines exist
13 within at least a two-mile radius of the location to
14 be served, and when were they constructed?

15 A From the standpoint of MDU's customers within the
16 two-mile radius, there would be 394, and from the
17 status of KEM's customers within a two-mile radius,
18 there would be 11.

19 Q Does KEM or Basin have existing supply lines within
20 a two-mile radius?

21 A They would not that would be of sufficient voltage
22 and size to be able to provide the offline station
23 service.

24 Q And from your position, Mr. Neigum, how should the
25 Commission consider this factor?

1 A We should consider that factor to be in MDU's favor.

2 Q Factor four, What customers are served by electric
3 suppliers within at least a two-mile radius?

4 I believe you've identified MDU's 394
5 customers, correct?

6 A Correct.

7 Q And you've also noted that KEM cannot use any of its
8 own facilities to serve the Badger Wind Farm?

9 A That is correct.

10 Q Okay. If MDU serves the wind farm, would MDU create
11 any facilities near KEM's existing customers?

12 A We would not. There's no additional facilities that
13 are required.

14 Q And are the facilities -- the Wishek substation and
15 the transmission lines coming in -- those are all in
16 existence?

17 A They are.

18 Q Okay. And so they've already been built?

19 A They have been.

20 Q And they're in service?

21 A Yes, they are.

22 Q Okay. And you've already testified with respect to
23 factor five that, do you believe that there would be
24 any difference in reliability of service?

25 A For KEM using MDU's same facilities, there really

1 shouldn't be any difference.

2 Q Is there anything that would be different between
3 KEM being a service provider versus MDU being a
4 service provider that would be of interest or of
5 concern to Badger Wind and MDU's 49 percent
6 ownership?

7 A I think ultimately one of the things we would have
8 questions about is ultimately how that service is
9 provided. You know, if Montana-Dakota Utilities is
10 providing that service to ourselves, we end up
11 knowing how that service -- which is critical to the
12 operation of the wind farm -- is being managed and
13 taken care of.

14 And it's one of the pieces we don't have
15 control of if it comes from a third-party, and
16 knowing things for operational reliability that it
17 would have or even situations if it would be in any
18 sort of firm load reductions or anything else, how
19 that load would be prioritized.

20 Q So is there -- if MDU provides the service, does it
21 have more control, then, is what you're saying?

22 A We would.

23 Q And is that important for generator operations?

24 A Yes, it is.

25 Q So let's talk about factor six, who will serve more

1 economically and earn an adequate return? So you've
2 already noted that the system is already in service,
3 so does that mean that MDU will have no additional
4 costs?

5 A There are no additional costs or facilities required
6 for MDU to provide retail service.

7 Q And what costs will the wind farm incur if it
8 receives service from MDU?

9 A The wind farm would take our General Rate 30,
10 general service tariff as far as under our bundled
11 rates.

12 Q And would -- does KEM have a -- does KEM have a
13 published rate at which it would provide offline
14 station service?

15 A We did request from KEM at least an estimate of
16 their cost to serve the retail offline station
17 service for Badger Wind. We didn't get an estimate
18 for that, but we did get in discovery a rate
19 schedule for them what their bundled service would
20 look like.

21 Q And based on that, who would be the lower-cost
22 provider: MDU or KEM?

23 A Montana-Dakota Utilities would be the low-cost
24 provider.

25 Q And -- and on what do you base your answer?

1 A We would base that on the billing information that
2 we use for our estimate for revenue that we expected
3 to collect, which is around \$300,000 per year,
4 and -- and that's on a load that's up to about four
5 megawatts is what we expect that we could see for
6 this.

7 In that, we use those same billing
8 determinants from the -- the bundled rates that KEM
9 gave to us, and instead of 300,000 that MDU
10 estimated for that, we were estimating it to be
11 closer to \$475,000.

12 Q And just for the record, 300,000 is less than 475?

13 A Yes, it is.

14 Q Okay. From your position, Mr. Neigum, going to
15 factor seven, which supplier's extended service
16 would be best orderly and economic development, if
17 MDU provides the requested offline station service,
18 how will it impact the development of electric
19 service in the area?

20 A It does not.

21 Q Can you explain to me why that's the case?

22 A Because the offline station service is being
23 provided from MDU's existing facilities and there's
24 no existing -- facilities that we're constructing to
25 provide the service in the area. It comes from our

1 electric transmission system, and it also deals with
2 the facilities that were constructed as part of the
3 generator interconnection agreement that we went
4 through with Badger Wind.

5 Q And would -- would MDU's offline station service of
6 Badger Wind Farm impact the analysis of extending
7 service to other customers in the general area?

8 A It would not.

9 Q And why is that?

10 A Because we take a look at customers and requests
11 that come in, a lot of those deals with, what
12 voltage does the customer want? Do they want
13 single-phase, three-phase service? Also, you
14 know -- and also the type and proximity. So we're
15 not talking about other customers that are going to
16 come in next to this and ask for another 230-kV type
17 of source or service.

18 Q And so at the end of the day, do you see this as a
19 unique request?

20 A I do.

21 Q And based on your position at MDU, do you believe
22 MDU and KEM have had a generally strong working
23 relationship to manage that orderly development?

24 A We have. And so when we take a look at development
25 in the area around Wishek, we both have, you know,

1 fairly strong systems and are able to provide
2 service probably to any of the customers that there
3 may be in the area.

4 Historically, KEM has provided that
5 service more from the west of Wishek, and we've been
6 more from the east side of Wishek. But we have
7 worked together very well as far as to have -- an
8 orderly development occurs.

9 Q And just to make sure I'm following you, Mr. Neigum,
10 there's nothing about MDU providing station
11 service -- offline station service to the Badger
12 Wind Farm that would change any of that analysis
13 into the future?

14 A That is correct.

15 Q Okay. Factor eight, would approval of this
16 application result in duplication?

17 Mr. Neigum, do you believe that there
18 would be any duplication of service if the
19 Commission grants the Montana-Dakota CPCN request?

20 A No, there would not be.

21 Q And why is that?

22 A Because there's no additional facilities that we're
23 constructing to be able to serve this customer.

24 Q Do you believe there'd be any duplication of service
25 if the Commission denies MDU's CPCN request and KEM

1 were to provide offline station service?

2 A The only duplication we would end up being -- or
3 seeing, it ends up being more of just an unsure of
4 how KEM would make this connection request, is how
5 they would access the -- the meter information that
6 we would end up having in the Wishek substation.

7 Q Okay. Factor nine, Is it probable that the location
8 in question will be included within the corporate
9 limits of a municipality?

10 A We're not aware of any activity that's occurring to
11 expand the territory of the municipality.

12 Q Do you think this is a relevant factor for this
13 inquiry?

14 A I do not.

15 Q Factor ten, Will service be either -- by either
16 electric supplier in the area unreasonably interfere
17 with the service or system of the other?

18 So do you think MDU would be unreasonably
19 interfering with the service or system of KEM?

20 A We would not be. We're using our own facilities
21 that we have, and there's no new facilities that
22 we're constructing.

23 Q And you heard KEM's opening statement with respect
24 to their -- what they call a general rural area
25 traditionally served by KEM. Do you agree with that

1 characterization of this area?

2 A I do not.

3 Q Can you expand on that?

4 A So part of that, there are other customers, you
5 know -- well, from the one standpoint when we talk
6 about the development, you know, in this area, both
7 KEM and MDU have facilities in the area. You know,
8 all of the transmission facilities that come into
9 the area are owned by Montana-Dakota Utilities,
10 including the Wishek Northwest substation. You
11 know, in that we own that, that's the orderly
12 development. If there's a load that connects to
13 that, that we go through the application and the
14 process to make that connection.

15 The one thing that I would note as far as
16 if KEM is planning to provide that station service
17 to Badger Wind, there's nothing that they own, that
18 they operate, and they did for that connection for
19 that customer. So all of the work that is being
20 done is work that Montana-Dakota -- Montana-Dakota
21 Utilities did through our ownership and construction
22 activities that we would have on our own system.

23 MR. SIMPSON: Thank you very much,
24 Mr. Neigum. I have nothing further.

25 JUDGE HOGAN: Mr. Grinolds, any

1 questions?

2 MR. GRINOLDS: Yes, Your Honor. Thank
3 you.

4 JUDGE HOGAN: Please turn your microphone
5 on.

6 MR. GRINOLDS: Yes, Your Honor. Thank
7 you.

8 CROSS-EXAMINATION

9 BY MR. GRINOLDS:

10 Q Mr. Neigum, as I mentioned at the beginning of the
11 hearing, I represent KEM Electric Power Cooperative
12 in this proceeding.

13 So if I understand your testimony
14 correctly, you agree that the electric service
15 that's being provided to the Badger Wind Farm at the
16 Wishek substation is retail electric service; is
17 that accurate?

18 A Yes, it is.

19 Q And if I understand correctly, MDU's provision of
20 that retail electric service would be -- and is
21 currently being -- provided by existing facilities
22 in the MDU Wishek substation; is that correct?

23 A That is correct.

24 Q And the Wishek substation is part of the MISO
25 transmission -- MISO tariff transmission system; is

1 that accurate?

2 A It is.

3 Q Okay. You testified a moment ago about the -- if I
4 understood correctly, that all that's required
5 currently for MDU to provide the backup service for
6 this Badger Wind Farm is to basically take meter
7 readings off that meter that's in that Wishek
8 substation; is that correct?

9 A The flows need to be metered as far as to be able to
10 determine, what is that amount of retail service?
11 And so there's a meter that exists today on the line
12 between Montana-Dakota's North -- Wishek Northwest
13 substation and the Badger Wind Project that
14 Montana-Dakota Utilities does own that we can use to
15 get that flow.

16 Q Okay. Now, does KEM Electric currently utilize
17 meters at MDU's Linton substation for the provision
18 of retail service to its members in that area?

19 A Yes, it does.

20 Q There are currently three meters in that substation
21 that KEM utilizes?

22 A Yes, there are.

23 Q And do they access data from those meters remotely?

24 A I believe that information is accessed by WAPA for
25 KEM.

1 Q Okay. Now, with respect to the meter that's located
2 in the Wishek substation, is that information that
3 KEM would -- could have access to in order to
4 provide the retail service from that substation?

5 A So that request has not been made to MDU to access
6 that. You know, that meter is owned by
7 Montana-Dakota Utilities and it's not part of the
8 open-access facilities that we would have at Wishek
9 Northwest.

10 Q Okay. If it turns out that your -- that MDU's
11 application is denied by the Commission, is it --
12 would it be possible for KEM to make the application
13 to use the meter within that Wishek substation to
14 service this particular load?

15 MR. SIMPSON: Objection, calls for a
16 legal conclusion. The question -- the question
17 fundamentally rests on the issue of, what are MDU's
18 requirements pursuant to the MISO tariff.

19 JUDGE HOGAN: Are you looking for a legal
20 answer or --

21 MR. GRINOLDS: I'll just rephrase the
22 question.

23 JUDGE HOGAN: Okay.

24 BY MR. GRINOLDS:

25 Q So with respect to the meter that's in the Wishek

1 substation, could KEM make an application to utilize
2 that meter if KEM is the service provider that the
3 Commission determines is the appropriate provider in
4 this case?

5 A I think an application could be made. It would be
6 the question if that's an open-access facility or
7 not.

8 Q Okay. In the event that MDU denied -- so is the
9 issue, if I understand what you're saying correctly,
10 is that there's a question whether MDU would grant
11 the request to utilize the meter in that Wishek
12 substation?

13 A I think -- I think there's a question around the --
14 the request that KEM is making is to be able to use
15 the open-access provisions under the MISO tariff and
16 trying to assume how far that can be extended.

17 You know, at some point we're going
18 beyond -- service that's beyond the open access that
19 would include that meter. So there would have to be
20 some work that's done to determine if that's open
21 access or not, or if there would be a precedent to
22 providing that information.

23 Q So the Linton substation where KEM currently
24 utilizes the meters in the MDU-owned facility, is
25 that a MISO facility?

1 A The MDU facilities are, but we also have an
2 interconnection agreement with KEM as it would
3 pertain to those three lines, and that also entails
4 how we have the metering that is -- that KEM is
5 using as far as at Linton.

6 Q Okay. So if I understand correctly, is it fair to
7 say that if the Commission determines that KEM
8 Electric is the proper service provider at this
9 location, KEM could make an application to MDU to
10 utilize the meter in the Wishek substation for
11 purposes of servicing this load?

12 A I think an application could be made. It's the
13 question of whether we would be able to -- to grant
14 that, whether that be under open access, or there
15 was a way that we could work with KEM to be able to
16 provide that information.

17 Q Okay. Now, I believe you testified a moment ago
18 that if KEM were to utilize the meter within the
19 Wishek substation, that there wouldn't be any
20 duplication of service or infrastructure in relation
21 to KEM's service of this load; is that accurate?

22 A I think there's a duplication depending upon how KEM
23 wants to access that -- that information and whether
24 there's additional facilities that are placed in
25 that substation.

1 Q Do you agree that the Wishek substation is located
2 out -- located outside the corporate city limits of
3 the city of Wishek?

4 A Yes, it is.

5 Q And does MDU have eight customers within a
6 6,000-foot radius of the Wishek substation?

7 A We have -- yes, I believe it's somewhere in that --
8 in that range of eight, yes.

9 Q Okay. And is -- is the approximate distance from
10 the Wishek substation to the corporate city limits
11 of Wishek 6,000 feet, 1.1 miles?

12 A Yes, it is.

13 Q Okay. I'm going to reference -- in front of you,
14 you have a binder that has exhibits from KEM
15 Electric. It's a black binder, and I'm going to
16 refer you to a map therein that's tabbed KEM 3A.
17 Are you on that page?

18 A Yes, I am.

19 Q Okay. I'll just represent to you that later today,
20 Dale Nagel and Lee Keller will testify that this is
21 a map that was prepared by Dale Nagel of the
22 vicinity surrounding the Wishek substation that's
23 marked on here as the delivery point.

24 A Are you on 3A?

25 Q I'm -- yes, KEM 3A.

1 UNIDENTIFIED: The one right before it.

2 THE WITNESS: Okay. Okay.

3 BY MR. GRINOLDS:

4 Q Now looking at this map, in the center you'll see an
5 orange arrow that says delivery point on it. Would
6 you agree that that delivery point is the Wishek
7 substation at issue?

8 A That is the Wishek Northwest substation.

9 Q Okay. And that's the substation we're dealing with
10 here today, the Northwest substation?

11 A That is correct.

12 Q Okay. And you'll see there's a large red circle
13 around this map. Do you see that red circle?

14 A I do.

15 Q Okay. And I'll just represent to you that that is
16 the 6,000-foot radius around this delivery point.
17 That extends up to -- as you go to the west on
18 Highway 13 there, up to the corporate city limits of
19 the city of Wishek. I'll just represent to you
20 that's what that is.

21 So I understand that MDU has eight
22 customers within this 6,000-foot radius, and you'll
23 notice on this map is a green pin that says "MDU's
24 Nearest Service." There's a green pin that's -- do
25 you see that, kind of, off to the right of the

1 delivery point?

2 A I do.

3 Q And would you agree that that location would be the
4 nearest location that MDU has -- is providing retail
5 service within this 6,000 [sic] radius area?

6 A I believe that is the golf course, and I believe
7 that's our -- would be the closest point.

8 Q Do you know roughly where the other seven customers
9 are for MDU?

10 A I would think they're along that line that extends
11 back on Highway 13 back towards town, but I would
12 have to -- to go look at -- for that information.

13 Q Okay. Do you -- do you know whether MDU is subject
14 to ad valorem taxation of its distribution
15 facilities?

16 A I'm not aware.

17 Q Okay. Are you familiar with the taxation of MDU by
18 any chance?

19 A I'm not an expert on that.

20 Q Okay. Do you happen to know whether MDU happens to
21 pay distribution taxes of like 80 cents per megawatt
22 hour?

23 MR. SIMPSON: Objection, relevance.

24 MR. GRINOLDS: The relevance, Your Honor,
25 is it'll establish that there's an economic benefit

1 to having KEM provide the service as compared to
2 MDU.

3 JUDGE HOGAN: He can answer.

4 THE WITNESS: I'm not aware of that.

5 BY MR. GRINOLDS:

6 Q Okay. In MDU's discovery answers in this case, MDU
7 disclosed that MDU currently provides service to
8 other wind farms in North Dakota; is that correct?

9 A MDU owns other wind farms as far as in the state of
10 North Dakota.

11 Q Okay. And does MDU provide the electrical service
12 to those wind farms?

13 A We provide the offline station service in all the
14 wind farms that we own.

15 Q Okay. Similar to what's at issue here, the offline
16 station service --

17 A That's --

18 Q -- similar type service?

19 A Yep, that is correct.

20 Q Now in MDU's written discovery responses, it made
21 reference to the fact that at one of these wind
22 farms, it's the Emmons Logan Wind Farm that KEM did
23 not request to provide that service. Is that your
24 understanding that KEM didn't ask to provide the
25 service at that wind farm?

1 A There was no request or protest that KEM made as far
2 as to provide that service.

3 Q Okay. Where is that Emmons Logan Wind Farm located?

4 A Emmons Logan would be located near Napoleon.

5 Q Okay. And is that in Emmons County?

6 A It would be in KEM service territory, yes.

7 Q Okay. Is the wind farm located in a rural area?

8 A Yes, it is.

9 Q It's outside the corporate city limits of any city?

10 A Correct.

11 Q Did MDU ever request permission from the Commission
12 to serve that load?

13 A We did not file a CPCN request for that.

14 Q And why not?

15 A Because from the standpoint we're not extending
16 services that went out to that. So from the
17 standpoint as we've looked historically at these
18 wind projects and the service, we're not talking
19 about a load that's come to us and asked to be able
20 to provide, like, distribution service for.

21 This interconnection and the process
22 comes from a MISO interconnection request that
23 basically is establishing how service should be
24 provided and provided to that customer.

25 Q Okay. So if there was no request for a certificate

1 of public convenience and necessity in that case,
2 KEM wasn't provided notice or an opportunity to
3 provide the service then; is that accurate?

4 A That would be accurate.

5 Q Okay. I want to refer you to one of the exhibits
6 that's marked MDU 6. It should be -- it's not in
7 the KEM binder there. It's one of the exhibits that
8 MDU provided here, and it's called -- it's MDU's
9 responses to KEM's requests, data requests.

10 MR. SIMPSON: Is that first set or second
11 set? First set?

12 MR. GRINOLDS: First set, I believe it's
13 MDU 6. Yeah, it's called MDU Responses to KEM
14 Electric Cooperative Incorporated's First Set of
15 Data Requests to Montana-Dakota Utilities Company.

16 MR. SIMPSON: May I provide a copy to the
17 witness?

18 JUDGE HOGAN: Yes.

19 (Indiscernible chatter.)

20 BY MR. GRINOLDS:

21 Q Okay. Have you seen this document before?

22 A I have.

23 Q Okay. And were you involved in preparing the
24 answers to the requests in this document?

25 A I believe I would have reviewed it.

1 Q To the best of your knowledge, is all the
2 information contained in these responses --

3 COMMISSIONER HAUGEN-HOFFART: Judge, can
4 I have you wait until --

5 MR. GRINOLDS: Oh, sorry.

6 JUDGE HOGAN: If you want to just hang on
7 until the Commissioners --

8 MR. SIMPSE: It is the very first
9 document after the exhibit list.

10 MR. GRINOLDS: And if it helps speed
11 things along, I'm just going to have him verify that
12 everything in that document is accurate to the best
13 of his knowledge.

14 COMMISSIONER HAUGEN-HOFFART: Okay.
15 Thank you.

16 THE WITNESS: In order to say -- to do
17 that, I'd have to read through this again.

18 BY MR. GRINOLDS:

19 Q Okay. Let's see --

20 A Do you have a particular point that you're
21 interested in?

22 MR. SIMPSE: We've stipulated that it's
23 already in the record.

24 MR. GRINOLDS: Okay. Well, if
25 it's stipulated it's in the record already, it's

1 sworn testimony by -- well, I see that it's actually
2 signed by -- by your counsel, so that's why I'm
3 asking.

4 BY MR. GRINOLDS:

5 Q So why don't you take a couple of minutes to read
6 through it and then you can confirm whether it's
7 accurate or not, because it's not actually signed by
8 a representative of MDU.

9 A Okay.

10 (Indiscernible chatter.)

11 JUDGE HOGAN: Since it's about 2:15
12 almost, why don't we take a short break while
13 Mr. Neigum's reviewing that document so --

14 MR. GRINOLDS: Sure, that sounds fine.

15 JUDGE HOGAN: -- let's shoot for about a
16 ten-minute break or so.

17 (Recess taken.)

18 JUDGE HOGAN: All right. We are back on
19 the record.

20 And, Mr. Neigum, did you have a chance to
21 review that document?

22 THE WITNESS: Yes, I have.

23 JUDGE HOGAN: All right. Mr. Grinolds,
24 maybe you want to repeat your question.

25 BY MR. GRINOLDS:

1 Q Mr. Neigum, after reviewing --

2 UNIDENTIFIED: Your microphone.

3 BY MR. GRINOLDS:

4 Q Mr. Neigum, after reviewing that document, do you
5 believe the information, that MDU's responses to KEM
6 Electric's data requests, in that are true and
7 accurate to the best of your knowledge?

8 A Yes, I do.

9 Q Okay. So previously, if I recall correctly, you had
10 some testimony concerning this issue of whether
11 lines were -- you had mentioned something about
12 single-phase and three-phase lines and who has --
13 whether the appropriate single- or three-phase line
14 was available to service the requested load. Is --
15 do I understand that correctly?

16 A I think that's one of the determinations to be able
17 to -- to be able to serve load is the right kind of
18 load is needed.

19 Q Okay. And I just -- I just wanted to clarify,
20 those -- that terminology, single-phase and
21 three-phase, that pertains to distribution lines; is
22 that correct?

23 A It -- it does, but also transmission lines are
24 three-phase as well.

25 Q Okay. Are all transmission lines three-phase?

1 A I mean, we could -- we would get into direct current
2 lines, which are not three-phase.

3 Q Okay. All right. But in the -- would you say
4 generally for purposes of the transmission lines
5 throughout McIntosh County, are they three-phase
6 lines?

7 A I believe so.

8 Q Okay. And then you had some testimony about how you
9 felt like -- or you expressed your opinion that if
10 KEM were allowed to provide the service at this
11 location, that there's this incentive for
12 freeloading, something to that effect. Did I
13 understand that correctly?

14 A I think I was concerned about the ability for if
15 we're doing the work through the MISO
16 interconnection process to do the -- the studies
17 with this customer, the agreements, and build all
18 their necessary facilities, that KEM is coming in
19 after the fact with having done nothing for the
20 development of that particular interconnection
21 agreement or that generator. And it's going to be
22 using our facilities that we construct, own, and
23 operate, which does it to create what looks like a
24 free rider situation.

25 Q So when MDU's facilities are subject to the MISO

1 tariff, isn't part of the MISO tariff reimbursement
2 for the infrastructure that's being utilized by the
3 retail service providers utilizing that system?

4 A There is a payment for use of open-access
5 facilities, yes.

6 Q Okay. And that payment for use of the open-access
7 facilities would include reimbursement over time for
8 the costs associated with building the
9 infrastructure; isn't that accurate?

10 A Which infrastructure are we talking about in this --
11 in this case?

12 Q Well, you get through the MISO tariff system, the
13 rate -- MDU would receive payments for KEM's use of
14 the facility if KEM were selected to be the retail
15 provider; is that accurate?

16 A For the open-access facilities, yes.

17 Q Okay. And the Wishek substation is an open-access
18 facility, correct?

19 A The ring bus that's a part of that would be an open
20 access, yes.

21 Q Okay. And so to the -- if KEM were to be selected
22 as the service provider at this location, what KEM
23 pays for the power flowing through this facility
24 through the MISO tariff, a portion of that would go
25 back towards paying MDU for its infrastructure cost;

1 isn't that accurate?

2 A They would pay our transmissional zone rate for
3 transmission service.

4 Q Okay. Which would include reimbursement over time
5 of your infrastructure costs, correct?

6 A For our entire network transmission system.

7 Q Okay. And isn't that kind of the trade-off for
8 being part of the MISO transmission tariff system is
9 that -- the understanding is that by being part of
10 the MISO transmission tariff system, you're making
11 the facilities available open access in exchange for
12 reimbursement through the tariff system?

13 A That is correct.

14 MR. GRINOLDS: That's all the questions I
15 have.

16 JUDGE HOGAN: Mr. Simpson, any redirect?

17 MR. SIMPSON: Yeah, just a few on
18 redirect.

19 REDIRECT EXAMINATION

20 BY MR. SIMPSON:

21 Q Just to be clear, Mr. Neigum, subjecting your
22 transmission system to open access, that's not
23 voluntary, is it?

24 A No, it's not. It's required by FERC.

25 Q Okay. And when you were using "phases" and

1 "voltages," I may have used them too, that's just an
2 example, correct?

3 A That is correct.

4 Q So it's really a question of meeting the type of
5 service to the customer's needs?

6 A Correct.

7 Q And -- and it could be different equipment that can
8 make the difference?

9 A That is correct.

10 Q Okay. You're not aware that KEM ever filed a
11 complaint with respect to service at Emmons Logan,
12 correct?

13 A I'm not aware of any.

14 Q Are there economic benefits to MDU providing the
15 offline station service?

16 A Economic benefits for MDU as --

17 Q To MDU's customers.

18 A Sure, there ends up being that because the benefits
19 for that, certainly one, are the lower rates that
20 our customers will end up paying, and the other one
21 is -- that we end up having is, you know, we're
22 reimbursing -- you know, we're paying that portion
23 of the cost of our 49 percent ownership is for that
24 service, the offline station service the project
25 takes.

1 Q And then there was some discussion about MDU
2 providing transmission service to KEM's retail load
3 at the Linton sub; do you recall that?

4 A I do.

5 Q Is the Linton substation -- is the load at the
6 Linton substation under some sort of
7 transmission-to-load interconnection agreement that
8 provides the terms of how meters are read and
9 services provided and the two systems connect?

10 A Yes, there are interconnection agreements. We would
11 have transmission-to-load with KEM out of the Linton
12 substation.

13 Q And -- and the service coming out of the Linton
14 substation, those are KEM's distribution lines?

15 A They would be to KEM's 41.6-kV transmission lines
16 that would go to distribution (indiscernible).

17 Q Okay. So the load is not directly connected to the
18 Linton substation?

19 A That is correct.

20 Q And here the load would be directly connected to the
21 Wishek substation?

22 A It'd be directly served from the Wishek substation.

23 Q And it's directly served today?

24 A Yes, it is.

25 Q Okay. And just to be clear, there was some

1 discussion with respect to the revenue meter. I
2 just want to make sure we're clarified here. The
3 revenue meter is on the customer side of the point
4 of interconnection, correct?

5 A That is correct.

6 Q It just happens to be owned by MDU?

7 A That is correct.

8 Q It is not part of the network transmission system?

9 A Correct.

10 Q And so any terms for the provision of meter data
11 would have to be negotiated and agreed to between
12 MDU and KEM?

13 A That is correct.

14 MR. SIMPSON: Okay. Nothing further.

15 JUDGE HOGAN: Mr. Grinolds, any recross?

16 MR. GRINOLDS: Yes.

17 RE-CROSS-EXAMINATION

18 BY MR. GRINOLDS:

19 Q So you testified a moment --

20 JUDGE HOGAN: Your microphone, sorry.

21 BY MR. GRINOLDS:

22 Q You testified a moment ago about how if MDU were to
23 service the Wishek substation, it would result in
24 benefits to MDU and its customers; is that accurate?

25 A That is correct.

1 Q Now, if I understand correctly, MDU is a for-profit
2 company; is that correct?

3 A That is correct.

4 Q Do you have shareholders?

5 A Yes, we do.

6 Q To the extent your net revenues exceed your
7 expenses, do those net revenues, at the discretion
8 of the board of directors, get paid out as dividends
9 to the shareholders?

10 A There are dividends that are paid to shareholders.

11 Q Okay. And are all of MDU's customers also
12 shareholders of MDU?

13 A Can you repeat that again, please?

14 Q Are all of MDU's customers also shareholders of MDU?

15 A I'm not aware or would know that.

16 MR. GRINOLDS: Okay. That's all the
17 questions I have.

18 JUDGE HOGAN: Mr. Martens, any questions?

19 MR. MARTENS: Yes, Your Honor. And these
20 two attorneys are well versed in public utility law,
21 so while the -- the former Army lawyer asks
22 questions, just bear with me.

23 EXAMINATION

24 BY MR. MARTENS:

25 Q So we're talking about the meter a second ago. I

1 guess my question is that, that requires an
2 agreement between -- if we were to not -- the
3 Commission were not to approve the CPCN, an
4 agreement between the two entities would be
5 required, who resolves that if that -- I don't know
6 if you know this, but who resolves it if the -- the
7 terms aren't able to be established in that
8 agreement?

9 A It would either end up being through this Commission
10 or it would be through FERC is where it would end up
11 being.

12 MR. MARTENS: Okay. You answered
13 everything else we had back here. So thank you.

14 JUDGE HOGAN: Commissioner
15 Haugen-Hoffart.

16 EXAMINATION

17 BY COMMISSIONER HAUGEN-HOFFART:

18 Q You -- Darcy, you talked about the relationship with
19 KEM. When this started about that Wishek
20 substation, did you reach out to KEM at all and talk
21 about the CPCN?

22 A We did have several conversations with them, and I
23 think one of the reasons it's taken us so long to
24 get to this point in the hearing is we were hopeful
25 that we'd be able to work through some resolution on

1 this.

2 Q So were we.

3 I want to talk about the open access
4 because it's -- it's new for me and how this is
5 coming into this because it's not one of the ten
6 factors.

7 A Um-hmm.

8 Q So why should I consider this as -- when the Notice
9 of Hearing has these ten factors? Why are we
10 talking so much about this open access?

11 A Because the open access in this case under MISO's
12 tariff are -- is the provision or the way that KEM
13 is trying to say they have an ability to serve their
14 loads using our facilities.

15 Q Okay.

16 A It's -- it's that piece. So in the absence of
17 having open access, these would just be facilities
18 that MDU own and we could decide how they're used.

19 So one of the pieces FERC required back
20 with Orders 888, 889, prior to that, at least having
21 that open access that -- that others could come in
22 and request that service, at least from utilities,
23 not only investor-owned but co-ops as well or
24 municipalities, to be able to use on the
25 transmission side, you know, additional capacity

1 they may have available.

2 So -- so there are rules and guidelines
3 of how that could be provided, but I think that's
4 the argument that KEM is trying to make of how they
5 could use our facilities, not their own or an
6 extension that it would have from our transmission
7 to a distribution to an ultimate customer, but
8 saying that they believe they can come in and just
9 connect -- or take a customer who directly connects
10 to us at transmission voltage and end up saying that
11 they have the same right to serve that customer as
12 we do.

13 Q So who's going to decide who has open access, how
14 that's going to go?

15 A I think open access, both parties agree to, that
16 there is open access. It provides at least the
17 network facilities, though there may be other
18 facilities that could end up being downstream.
19 Depending if we talk about an access to a meter and
20 meter data, that's downstream of where that
21 open-access point is, is what we're getting into
22 is -- is that piece, are there additional facilities
23 required to be able to serve this customer or not?
24 Or what would it take for KEM to be able to serve
25 this customer that would be different from how MDU

1 does?

2 Q So then we can go back to the ten points and just
3 look at those?

4 A I think that's what we're trying to get to as well
5 is saying that open access does apply to our Wishek
6 Northwest substation. The question ends up being --
7 and I think we've indicated -- is, well, even with
8 the ten factors, if we go through that, we believe
9 we are in the best position to serve that, you know,
10 as far as looking at the ten factors themselves.

11 Q Okay. So I want to go back to your responses to
12 your attorney on Number four, what customers are
13 served by electric suppliers within at least a
14 two-mile radius?

15 A Um-hmm.

16 Q I -- you -- I wrote down 394; is that incorrect?
17 Because when we looked -- when you were
18 cross-examined by KEM's attorney on that exhibit,
19 you said eight customers.

20 A So, Commissioner Haugen-Hoffart --

21 Q So --

22 A -- there -- there are two pieces in that. We talked
23 about the two-mile radius, which is one of the ten
24 factors. The question that Mr. Grinolds asked about
25 was -- would be -- at 1.1 miles, that it would end

1 up being, that how many customers MDU would have in
2 that smaller radius.

3 Q So just for clarification, with the two miles, you
4 have 394?

5 A Correct.

6 Q Okay. You talk about putting a meter in the
7 substation for the retail service, correct?

8 A (No audible response on digital recording.)

9 Q That you already have a meter in the substation,
10 correct?

11 A That is correct.

12 Q And if KEM was allowed and you came to an agreement,
13 they would have to put a meter in there, too?

14 A So KEM would need a meter to be able to determine
15 what those flows are as far as the load.

16 Q Would that be their only cost?

17 A So -- and, again, one of the questions in
18 Mr. Nagel's declaration was talking about the
19 installation of a meter that KEM would have to do.
20 I think that was some of our responses and the
21 questions around, you can't just install a meter
22 like you would have on a residential home.

23 We're talking about from the standpoint
24 of the voltage we're talking about and being in a
25 substation beyond the meter, you also need the

1 metering devices, the potential transformers, and
2 the current transformers and other things that are
3 needed at least for that meter to be able to get
4 the -- the information that it needs.

5 And so I'm not exactly sure what KEM's
6 original idea was in serving this load when
7 Mr. Nagel's declaration just talks about simply
8 installing a meter because there's more equipment
9 than just a meter that's involved.

10 COMMISSIONER HAUGEN-HOFFART: Okay. I'm
11 going to stop for now, but I may have further
12 questions.

13 JUDGE HOGAN: Okay. Commissioner
14 Christmann.

15 EXAMINATION

16 BY COMMISSIONER CHRISTMANN:

17 Q Okay. Starting -- starting on that point, the --
18 the Linton substation that was mentioned, as well as
19 all the other substations around the state where
20 different utilities are accessing each other's
21 supplies, what is different here?

22 Or, like, I'm understanding -- or getting
23 close to understanding you've got this meter, but
24 you don't feel it's part of the open-access
25 requirements. They would have to do more than just

1 adding a meter. But why aren't we -- what's down in
2 Linton or other substations around the state that
3 would be necessary for another utility to access the
4 energy out of the substation?

5 A Sure. So if we would talk about at Linton, KEM does
6 have three lines that come out of our Linton
7 substation. Those would be at 41.6-kV voltage that
8 it would end up being, and from that 41.6-kV
9 voltage, that line, as it extends out of our
10 substation and goes off to their other distribution
11 subs and serves their end customers, we end up
12 metering that when it leaves our substation at
13 Linton.

14 So there ends up being potential
15 transformers, current transformers in a meter that's
16 required to make sure we know that flow is that's
17 going out to KEM to serve their customers.

18 Q So you have your meter on there just like you do
19 here for at -- for the substation and -- to meter
20 what they're using and then later on downstream on
21 their -- on their lines, they meter what their
22 customers use; does that sound right?

23 A That is correct. So ultimately they will know on
24 their individual customer homes, the farms, or other
25 businesses they connect to what to bill them based

1 upon a meter that's on that premise.

2 Q Okay.

3 A But there is -- also is a meter that's upstream
4 where we interconnect with each other, and in that
5 case, there's an interconnection agreement that
6 talks about that installation of that meter, who
7 owns it, and how that's maintained.

8 Q Okay. And it was sort of a longer Q&A, but I want
9 to make sure that what I got out of it is accurate.
10 When it came to what the estimated costs for the
11 customer would be, what I took out of that was it
12 would probably be about 300,000 if from MDU and
13 about 475 if from KEM?

14 A That's correct.

15 Q That's per year?

16 A (No audible response on digital recording.)

17 Q I never realized that these used that much energy
18 actually. I knew they used some, but I didn't
19 realize it was that much.

20 Now, in the back and forth, I don't know
21 who used the term "freeloader" first, so -- but I'm
22 going to use it here. It almost felt like you were
23 viewing this as KEM being a freeloader because MDU
24 put all the investment into creating what is here
25 and now KEM wants to use it.

1 But isn't that almost going back 30 years
2 to the whole argument with deregulation to the
3 extent they chose to go with it? There was an
4 argument over, should customers have some ability to
5 choose their provider? On the other side of the
6 aisle, it was, that allows utilities to be
7 freeloaders off of each other's system, or else
8 they'd have to build duplicate systems all over the
9 place.

10 But so I guess my bottom line is, isn't
11 freeloading, if it's not viewed as a bad term,
12 really the essence of the open-access concept?

13 A So I think that's the equalizer in some of that open
14 access that you end up having is there ends up being
15 compensation for the use of those facilities, I
16 would say.

17 I think in the case that we're talking
18 about is the orderly development principle that if
19 we are working with a customer on an application
20 that comes from MISO. Because, first of all, they
21 want to install a generator and we're working on
22 those provisions. And we work with them on what
23 it's going to take for the facilities to connect
24 this, and we're going to own everything and have the
25 interconnection agreement with them where we make

1 this electrical connection to them.

2 Where does KEM step in then in that whole
3 process other than they serve maybe the batch plant
4 and some offices and trailers that were used as part
5 of the project? Is -- is the work and the effort
6 that was done because of MDU's obligation we would
7 have under the MISO-FERC tariff and all of a sudden
8 the benefits that may come along to our customers,
9 all of a sudden we're not able to utilize that
10 because somebody else would come in and say, But I
11 want to take that from you.

12 Q How long has the substation been there?

13 A How long has it been --

14 Q In its present location there east of -- of Wishek.

15 A So there has been a transmission substation there at
16 that voltage, probably, for almost the better part
17 of 30, 40 years. We -- we did relocate that through
18 an age and condition project, built a new substation
19 immediately north of it.

20 So we talk sometimes about Wishek and
21 Wishek North, but the Wishek Northwest substation
22 has been built within the last year, year and a
23 half.

24 Q And was that built -- would that have been done
25 irregardless of Badger Wind?

1 A It would have.

2 Q To -- basically to serve Wishek and then probably
3 extending to other surrounding communities?

4 A There ends up being the age and condition of that
5 substation that basically we were looking at a
6 replacement for it. There's an opportunity that
7 came along when the Badger Wind Project came,
8 because they had to add facilities for that 230-kV
9 interconnection we couldn't make without significant
10 upgrades.

11 So it kind of precipitated that project
12 to be able to make that age and condition project
13 just because of -- we had no other way to be able to
14 add those facilities into that substation easily or
15 readily.

16 Q Okay. So I can imagine that there was work and
17 investment into the substations that was necessary
18 in order to input all the energy out of Badger Wind.
19 But when you talk about KEM, if successful here,
20 using the work and investment MDU put into this,
21 that your work and investment was really to serve
22 existing customers, not specifically for Badger
23 Wind; am I not right?

24 A Well, we would have also done it for both. So we
25 would have work that was done for our existing

1 customers, but we also had requirements working with
2 Badger Wind to make those interconnection facilities
3 for them.

4 Q But the work that was done for Badger Wind was for
5 you to be able to input the energy that Badger Wind
6 creates? Or did you have to do -- did you do
7 specific work on this substation in order to be able
8 to serve Badger Wind's load when they're not
9 running?

10 A The facilities required to receive energy for them
11 work the same way to be able to serve them as load.
12 So they're kind of mutual.

13 Q So you did have to do it either way in order to --

14 A Correct.

15 Q -- partner up --

16 A Um-hmm.

17 Q -- and do that?

18 And so your meter there -- and it's
19 unclear whether this would fall under open-access
20 tariffs, is this such a unique circumstance that
21 there is a precedent for this somewhere around the
22 country under FERC?

23 A I think from the standpoint of North Dakota, and at
24 least our review of one on our system to date, we've
25 never seen this situation where an offline station

1 service request comes in and we end up seeing the
2 local REC think there's an -- they should have an
3 ability to serve this, so one that's kind of novel
4 from ourselves to have this.

5 You know, I think there are questions,
6 even if you go to FERC and you look at precedents,
7 it's more of the question around, could another
8 generator use one generator's interconnection line
9 to be able to put energy onto the bulk electric
10 system? And the answer is yes.

11 There's precedent for that, but I've not
12 seen the precedent that talks about serving retail
13 load across those same facilities as being something
14 that's available through a FERC precedent.

15 COMMISSIONER CHRISTMANN: Okay. Thank
16 you. No other questions.

17 JUDGE HOGAN: Commissioner Kringstad.

18 EXAMINATION

19 BY COMMISSIONER KRINGSTAD:

20 Q In the opening comments, I think it was mentioned
21 that there was kind of very little in dispute when
22 it came to these ten factors. So just in -- in your
23 opinion, Darcy, can you tell me, of these ten
24 factors, where you think there's still dispute to be
25 resolved?

1 A I think from the standpoint of customer choice,
2 certainly that would be MDU.

3 That it would have from electric
4 suppliers in the area, I think we're neutral. We
5 both have facilities.

6 Electric customers within two miles, we
7 certainly would have more, so we would win on that
8 factor.

9 If we would talk about electric lines
10 within two miles, we also -- that could provide this
11 type of service, we also would win on that factor as
12 well.

13 Differences in reliability would be the
14 same.

15 Who could serve most economically would
16 be MDU.

17 Which supplier's extension supports
18 orderly development, that would also be -- MDU would
19 (indiscernible) or would be the same.

20 Any wasteful duplication of investment,
21 likely could just be neutral.

22 Will location of the city be annexed or
23 the -- the facility annexed into the city? If
24 that's unlikely, then that would be in KEM's favor.

25 And then the last one, Will service

1 unreasonably interfere with the system of the other
2 utilities? Either they'd be the same or that would
3 be in MDU's favor.

4 Q So from -- from your perspective, which do you think
5 are -- if I told you to pick like the three
6 strongest points in support of your application,
7 which -- which ones would you point to?

8 A I would look at customer choice.

9 Q Okay.

10 A I would also look at customers in the two-mile
11 radius, in the two-mile area. I would also look at
12 orderly development.

13 Q Okay. Then, the flip side to that, which do you
14 think would be your weakest --

15 A I think the --

16 Q -- in your application?

17 A I think the ability to be annexed in the future,
18 that it would be.

19 And, you know, it was pointed out as far
20 as immediate customers in the area, but I don't
21 think that particularly applies because of the type
22 of facilities we're talking about. I think that
23 would probably be the only other question we would
24 have. Are all facilities considered the same, or do
25 we have to look at which facilities could actually

1 provide that service? And that's what's key.

2 COMMISSIONER KRINGSTAD: Okay. Thank
3 you. I don't have any further questions.

4 JUDGE HOGAN: Commissioner
5 Haugen-Hoffart.

6 FURTHER EXAMINATION

7 BY COMMISSIONER HAUGEN-HOFFART:

8 Q Regarding the customer preference, when was KEM
9 initially serving them for their shop and all that,
10 did you have any contact with them?

11 A Not around that service, no.

12 Q Did you -- why not?

13 A Part of that is they didn't come to us and ask us
14 for that service. So they would have worked with
15 KEM with that. You know, it's one of those things,
16 too, if we would look at that service from a
17 distance, we would end up saying KEM was best suited
18 to serve that based upon their distribution
19 facilities in the area.

20 Q So did MDU reach out once Badger Wind was developed
21 and all that to say we can serve you better? Did
22 you go after them -- I mean, did you contact them or
23 did they contact you?

24 A Are you talking on the offline station service or
25 the distribution facilities?

1 Q Both.

2 A We did not contact them on the distribution
3 facilities because KEM would be in a better position
4 to serve that based upon the ten factors.

5 You know, we did contact Badger Wind when
6 we received the -- the request from MISO that Basin
7 submitted for the load service application to ask
8 them, you know, why they didn't come to us for that
9 and to also know that we could provide that service.

10 COMMISSIONER HAUGEN-HOFFART: No further
11 questions.

12 JUDGE HOGAN: Commissioner Christmann?

13 FURTHER EXAMINATION

14 BY COMMISSIONER CHRISTMANN:

15 Q That was such a good question that Commissioner
16 Kringstad asked about, you know, the factors that
17 you thought most favored MDU. I think you named
18 three. I've got -- I wrote down orderly
19 development, the two-mile radius, and there's at
20 least one other that you really highlighted.

21 A I started with customer choice.

22 Q Customer choice, okay.

23 And then I'll -- to clarify a point from
24 Commissioner Haugen-Hoffart's earlier questioning,
25 that big disparity in the customer numbers from two

1 miles versus 1.1, that's -- basically two miles
2 encompasses a good part of Wishek and the 1.1 leaves
3 Wishek out, right?

4 A That's correct.

5 Q Okay. And then this one, I changed my mind, I
6 wasn't going to ask this because I'm not sure I even
7 understand what I'm asking, but otherwise I won't
8 get a chance to clarify with you. So Mr. Grinolds
9 kind of explained the process of requesting the --
10 the MISO connection and that was put forth, and the
11 way I took it, it's just basically been sitting
12 there.

13 And so my question for you is, as active
14 MISO members, have you or anyone at MDU done
15 anything, either formally or informally, to try and
16 delay that decision or get a negative decision on
17 that from MISO?

18 A We've not done anything to try to impede MISO in
19 either way of acting or not acting on that.

20 COMMISSIONER CHRISTMANN: Okay. Thank
21 you.

22 JUDGE HOGAN: Mr. Simpser, any other
23 questions?

24 MR. SIMPSE: Yes, Your Honor, just a
25 few.

1 factors would fall for MDU?

2 A Can you repeat that again, please?

3 Q If there was no open access, how do you think the
4 ten-factor test would fall with --

5 A They would --

6 Q -- respect to MDU and KEM?

7 A They would fall to MDU.

8 Q And why is that?

9 A Because we would -- ours are the only facilities
10 that can provide that service in the area.

11 Q And with respect to the substation meter, just to
12 clarify, when you were talking about the Linton
13 substation, you said there were additional lines
14 coming out and that output gets metered, correct?

15 A The lines -- the KEM system that output from the
16 Linton substation are metered as far as through the
17 interconnection agreement with MDU.

18 Q And with respect to Badger Wind, it's just the --
19 the wind farm interconnection line that's
20 connecting?

21 A That is correct. That would be the only load or
22 generator on the end of that line.

23 Q And the -- and the meter is on the wind farm's end
24 of the line, correct?

25 A It is.

1 Q So it's not on the -- the MDU side of the line?

2 A It's not on the open-access side of the line.

3 Q And is that revenue -- was the -- what is the
4 purpose of that -- what was the -- what is the main
5 purpose of that meter?

6 A The main purpose of that meter is to be able to
7 measure the amount of energy the generator is
8 putting onto the bulk electric system.

9 Q So going towards the system?

10 A Correct.

11 Q And it just so happens that you could also use it to
12 measure the energy going towards the wind farm?

13 A That's correct. They're usually used for that same
14 purpose.

15 Q And that -- that arrangement, does that look a lot
16 different than when you're measuring load at a
17 substation?

18 A I'm not sure I understand.

19 Q Here you have a revenue meter to measure the flows
20 out, correct?

21 A There is a revenue meter to measure the flows coming
22 from the wind farm into the substation and going out
23 to the bulk electric system.

24 Q And going out of the bulk electric system. Does
25 that kind of arrangement look different when you

1 have -- say in Linton where you have a meter that's
2 really measuring just the flows --

3 A Well --

4 Q -- to the other side?

5 A Well, the meter in that case is installed because of
6 the interconnection agreement, like through open
7 access that the -- in this case, KEM would come in
8 and would want to take service off our transmission
9 system to serve other customers. So that
10 interconnection agreement is the basis for those
11 lines, why they're built and how KEM uses that,
12 including the meters that are part of that.

13 Q Gotcha, gotcha.

14 You testified you've been working at MDU
15 for, what, 30 years?

16 A 30 years.

17 Q Is it your -- and these have been the same factors
18 you've worked with for a lot of that time; no?

19 A That's correct.

20 Q Do you think that these ten factors are necessarily
21 applicable to the question here today?

22 A I think the -- the factors are still applicable to
23 what's being asked today. It is a very unique
24 circumstance that we're talking about that's not
25 what it -- traditionally they would be applied.

1 MR. SIMPSEY: Okay. Nothing further.

2 JUDGE HOGAN: Mr. Grinolds, any other
3 questions?

4 MR. GRINOLDS: No, I have no further
5 questions.

6 JUDGE HOGAN: Mr. Martens?

7 MR. MARTENS: No, I'm good, Your Honor.

8 JUDGE HOGAN: Any other Commissioner
9 questions?

10 (No response.)

11 JUDGE HOGAN: All right. Thank you,
12 Mr. Neigum.

13 (Witness excused.)

14 JUDGE HOGAN: All right. Mr. Grinolds,
15 you can call your first witness.

16 MR. GRINOLDS: I will call Lee Keller.

17 JUDGE HOGAN: I'll have you start by
18 stating your full name for the record and spelling
19 your last name.

20 MR. KELLER: Lee Keller, K-E-L -- oh, is
21 that on? (Indiscernible.) Oh, okay, sorry
22 (indiscernible).

23 JUDGE HOGAN: That's okay.

24 MR. KELLER: Lee Keller, K-E-L-L-E-R.

25 JUDGE HOGAN: And, Mr. Keller, did you

1 hear me go through the penalties for perjury
2 earlier?

3 MR. KELLER: Yes.

4 JUDGE HOGAN: And do you understand what
5 perjury is?

6 MR. KELLER: Yes.

7 JUDGE HOGAN: And being advised of the
8 potential penalties for perjury, do you promise to
9 tell the truth in this case today?

10 MR. KELLER: Oh, sorry.

11 Yes.

12 LEE KELLER,
13 after having been first duly sworn, was
14 examined and testified on his oath as follows:

15 JUDGE HOGAN: All right. Thank you.

16 Go ahead, Mr. Grinolds.

17 DIRECT EXAMINATION

18 BY MR. GRINOLDS:

19 Q Mr. Keller, who are you employed by?

20 A I'm employed by Innovative Energy Alliance.

21 Q And how long have you been employed by Innovative
22 Energy?

23 A Six years, the summer of 2019.

24 Q And what is your position with Innovative Energy?

25 A I'm an electrical engineer.

1 Q What are your responsibilities as an electrical
2 engineer with Innovative Energy?

3 A I fill a wide host of duties. I'm a system
4 protection and controls engineer. I help with the
5 development of rates. I work on distribution
6 planning. I also handle a lot of the co-op's
7 submissions to MISO and other RTOs for new delivery
8 points when needed.

9 Q And what is the relationship between Innovative
10 Energy and KEM Electric?

11 A So Innovative Energy Alliance is a cooperative that
12 was formed by four member cooperatives to provide
13 management, engineering, accounting, HR, IT
14 services.

15 Q And what is your involvement with KEM?

16 A I act through Innovative Energy Alliance as an
17 electrical engineer for KEM.

18 Q Through your work with KEM, have you become familiar
19 with KEM's electric distribution system and the
20 areas in which KEM provides electric service?

21 A I have.

22 Q Are you familiar with KEM's facilities and customers
23 in the Wishek area of McIntosh County?

24 A Yes.

25 Q Approximately how long have you been familiar with

1 KEM's operations in that area?

2 A I started working with KEM and their line crews and
3 operations as soon as I started at IEA, so six
4 years.

5 Q Are you familiar with the Badger Wind Project that
6 is the subject of this proceeding?

7 A I am.

8 Q Are you familiar with the particular electric
9 service that Montana-Dakota Utilities is requesting
10 authority to provide to Badger Wind?

11 A Yes.

12 Q What is that service?

13 A It is the station service for a no-wind scenario for
14 a wind farm.

15 Q And where is the location that that service is to be
16 provided?

17 A Just west of Wishek, to the northwest of the Wishek
18 Northwest substation.

19 Q And is that location within KEM's traditional
20 service area?

21 A Yes.

22 Q Is KEM capable of providing the station service
23 requested by Badger Wind?

24 A I believe so.

25 Q Okay. And is KEM willing to provide it?

1 A Yes.

2 Q Is there any -- any engineering reason known to you
3 that prevents KEM from providing it?

4 A No engineering reason.

5 Q Is there any reason why KEM could not provide the
6 requested service just as reliably as MDU?

7 A The reliability should be similar.

8 Q Is there any need for KEM to construct duplicative
9 transmission facilities?

10 A No.

11 Q Does provision of the requested electric service at
12 the delivery point strictly involve the use of
13 pre-existing electric infrastructure?

14 A Yes.

15 Q Does that pre-existing infrastructure include a
16 meter located within the Wishek Northwest
17 substation?

18 A I believe Darcy noted that it was on the customer
19 side, but there would be a meter in that area, yep.

20 Q Okay. Does the fact that the meter is located on
21 the customer side make any difference as far as
22 you're concerned in terms of KEM's ability to
23 service this requested load?

24 A No.

25 Q Would providing this service unreasonably interfere

1 with MDU's system?

2 A No.

3 Q Is the electric service requested by Badger Wind
4 properly described as retail load?

5 A Yes.

6 Q And what does retail load mean?

7 A So retail load would be a load that is obtaining
8 power through a supplier for the purpose of
9 utilizing it. It would be unlike wholesale, where
10 the purpose is -- is to sell it for the purpose of
11 resale.

12 Q What is KEM's traditional service area?

13 A It would be the rural components of Emmons,
14 McIntosh, Kidder, and a portion of Logan County.

15 Q Is KEM the only rural electric cooperative providing
16 retail electric service in the Wishek area?

17 A Yes.

18 Q Does KEM already provide electric service to Badger
19 Wind at other locations associated with the same
20 project?

21 A They do.

22 Q Does KEM already serve numerous other customers
23 surrounding this delivery point?

24 A Yes.

25 Q Is KEM opposing MDU's application for permanent

1 authority at issue?

2 A Yes.

3 Q Does KEM wish to provide the electric service
4 requested by Badger Wind?

5 A They do.

6 Q Are all of KEM's electric customers members of KEM?

7 A Yes.

8 Q If KEM's revenue exceeds its expenses, what happens
9 to the excess net revenue?

10 A It can either be distributed as capital credits or
11 it can be issued as a bill credit.

12 Q Are KEM's annual capital credit allocations
13 mandatory at the end of each year?

14 A Yes, they're required for KEM to maintain its
15 cooperative status.

16 Q Does KEM's board also have the discretion to give
17 its members bill credits based upon net revenues?

18 A They do.

19 Q Has that ever occurred?

20 A Yes.

21 Q And how recently has that occurred?

22 A I believe the last time there was a bill credit
23 issued was 2025.

24 Q Are you generally familiar with MDU's ownership
25 structure?

1 A Yes.

2 Q Is it your understanding MDU has shareholders rather
3 than members?

4 A Yes.

5 Q Is MDU a for-profit company?

6 A Yes.

7 Q Is every MDU customer also a shareholder of MDU?

8 A Not necessarily.

9 Q Does MDU give its electric customers capital credit
10 allocations based upon net revenues?

11 A No.

12 Q Is it your understanding that any profit
13 distributions by MDU would devolve to its
14 shareholders?

15 A Yes.

16 Q Would KEM's provision of the electric service at
17 issue also result in economic benefit to McIntosh
18 County and other counties served by KEM?

19 A I believe so, yes.

20 Q Would KEM collect a distribution tax of 80 cents per
21 megawatt hour based on the retail sale of
22 electricity delivered to Badger Wind Farm from this
23 service, which would be -- part paid to the state
24 annually?

25 A Yes.

1 Q Is your understanding the state would then
2 distribute 50 percent of the distribution tax to the
3 county in which the retail sale to which the tax
4 supply was made?

5 A Yes.

6 Q And the other 50 percent among the counties based on
7 the mileage of the distribution company's
8 distribution lines and the rate of tax on those
9 lines within each county?

10 A Yes, including McIntosh County.

11 Q Okay. What electric suppliers serve the Wishek
12 area?

13 A KEM and MDU.

14 Q Okay. Are those the only two electric suppliers in
15 a two-mile radius of the distribution point?

16 A To my knowledge, yes.

17 Q Okay. Where is the requested delivery point for the
18 electric service requested by Badger Wind?

19 A It would be the Wishek Northwest substation.

20 Q And it would be through a meter located in
21 association with that Wishek substation?

22 A Yes.

23 Q Okay. Who owns the Wishek substation?

24 A MDU.

25 Q Is the Wishek substation part of the MISO tariff

1 transmission system?

2 A That is my understanding.

3 Q And what is MISO?

4 A MISO is the Midwest [sic] Independent System

5 Operator. They implement a FERC-approved

6 open-access transmission tariff facil- --

7 transmission owners put their facilities into that

8 transmission tariff to allow for the cost of those

9 facilities to be recuperated and for others to

10 utilize those facilities.

11 Q Is MDU a member of MISO?

12 A Yes.

13 Q Is Basin Electric also a member of MISO?

14 A Yes.

15 Q What is Basin Electric's relationship to KEM?

16 A KEM is a Class A member of Basin Electric. Basin

17 Electric is KEM's wholesale power provider.

18 Q Is the electric service being requested by Badger

19 Wind retail electric service?

20 A I believe so, yes.

21 Q Does the fact that the delivery point is physically

22 located -- oh, strike that.

23 Who is the electric cooperative serving

24 the geographic area in which the requested retail

25 load is located?

1 A KEM.

2 Q Is KEM presently ready and able to provide the
3 service?

4 A Yes.

5 Q What would be required for KEM to provide Badger
6 Wind with the requested retail electric service?

7 A We would require access to metering data or the
8 ability to add a meter.

9 Q Okay. Is adding a meter something KEM is capable of
10 doing?

11 A Yeah. We would need some contractual agreements to
12 possibly utilize instrument transformers or other
13 equipment inside the substation to install that
14 meter, but it is possible, yeah.

15 Q Okay. What would be required for MDU to provide
16 Badger Wind with the requested retail power?

17 A It would be similar access to the meter that they
18 own. That's the revenue meter for the wind farm.

19 Q How could KEM's access to the meter readings be
20 accomplished?

21 A There's a multitude of ways. MDU could provide the
22 meter readings to KEM and, in turn, Basin Electric,
23 its wholesale power supplier, and WAPA, its metering
24 authority. There's also the potential of Basin
25 and/or WAPA acquiring communications to that meter

1 to get the meter reads necessary to accurately bill
2 that load.

3 Q Does KEM already have access to meter readings at
4 another MDU-owned station where KEM is the retail
5 supplier of electricity to a member?

6 A Yes, through their metering authority, WAPA.

7 Q Okay. And where does that happen where KEM has
8 access to the meters -- meter readings that are
9 owned by MDU?

10 A The Linton substation.

11 Q And are there three meters at that MDU substation?

12 A There are three, yes.

13 Q Would provision of the requested retail service to
14 Badger Wind require the extension of any
15 transmission or distribution line?

16 A No.

17 Q I'm going to show you what's -- you'll see a binder
18 in front of you, it's black in color, that has
19 exhibits in it.

20 A Yeah.

21 Q I'm going to refer you to the exhibit marked KEM 1.
22 Have you seen this document before?

23 A I have.

24 Q And what is it?

25 A This is the request for temporary authority from MDU

1 to serve the Badger Wind Farm.

2 Q Did MDU disclose its temporary authority permit
3 application -- in its temporary authority
4 application that the expected extension length of
5 the most economical point of service would be zero
6 feet?

7 A Yes.

8 Q And did MDU disclose in its TAPP application that
9 the, quote, estimated cost of extension, unquote,
10 would be \$0.

11 A Yes.

12 Q Do you agree with those representations by MDU?

13 A I do.

14 Q Okay. Considering the retail power delivery point
15 will be from an existing meter located at the Wishek
16 substation, are the locations of electric supply
17 lines relevant in this case, in your opinion?

18 A I do not believe so.

19 Q Okay. Regardless, does KEM operate electric
20 distribution facilities in the area immediately
21 surrounding the Badger Wind delivery point?

22 A They do.

23 Q Are you familiar with KEM's electric distribution
24 facilities surrounding the proposed delivery point?

25 A I am.

1 Q Have you reviewed the location of those facilities
2 in connection with this proceeding?

3 A I have.

4 Q I'll refer you to Exhibit KEM 3A, a map.

5 MR. SIMPSON: Your Honor, I just want to
6 note one thing, that the witness has testified that
7 all of these other areas of service and other
8 service provisions are not relevant.

9 BY MR. GRINOLDS:

10 Q I'm showing you what's been marked as Exhibit
11 KEM 3A. Do you recognize this document?

12 A I do.

13 Q And what is this?

14 A This is a map of the surrounding area around the
15 Northwest -- or Wishek Northwest substation.

16 Q Okay. And who prepared the map?

17 A I believe Dale Nagel did.

18 Q Okay. Have you reviewed the information in this
19 map?

20 A I have.

21 Q Is the information contained in this map accurate to
22 the best of your knowledge?

23 A To my knowledge, it is, yes.

24 Q What does the large red circle represent?

25 A That represents a 6,000-foot radius from the Wishek

1 Northwest substation.

2 Q And why was a 6,000-foot radius around the delivery
3 point utilized?

4 A The 6,000-foot radius puts the radius at the border
5 of the corporate city limits of Wishek.

6 Q Okay. And is -- in your opinion, is what's at issue
7 here today the provision of retail power in a rural
8 area?

9 A Yes.

10 Q Okay. And so would inclusion of service within the
11 corporate city limits of Wishek, in your opinion,
12 distort the information the Commission should
13 consider today?

14 A It could, yes.

15 Q What does the -- what do the blue lines represent on
16 this map?

17 A Those would be KEM's distribution lines in this
18 area.

19 Q Okay. And what does the orange arrow represent?

20 A That is the Wishek Northwest substation, the
21 requested delivery point.

22 Q Okay. Referring you back to the blue lines, the KEM
23 distribution lines, is there a KEM distribution line
24 that runs immediately to the south of the delivery
25 point?

1 A Yes, it runs east and west.

2 Q Now, what does the red marker pin on this map up in
3 the top right-hand corner represent?

4 A That shows an existing KEM 41.6-kV transmission line
5 that originates from the Wishek Northwest
6 substation.

7 Q Okay. And so is that red marker essentially
8 pointing to the black line as being the transmission
9 line?

10 A Yes.

11 Q Okay. And does that line also extend over near
12 to -- well, you said it originates at the Wishek
13 substation; is that correct?

14 A It does.

15 Q Okay.

16 A There's also -- it's hard to see on this map, but
17 the east-west distribution line, there's also a
18 41.6-kV transmission line there also.

19 Q Okay. What does the green marker represent on this
20 map?

21 A I believe that represents KEM's belief of what MDU's
22 nearest service is.

23 Q Okay. Were you present here today when Darcy Neigum
24 testified?

25 A I was.

1 Q And is it your recollection that he testified that
2 that is MDU's closest existing service point to the
3 delivery point?

4 A That's correct.

5 Q Does KEM provide retail service north of the
6 delivery point?

7 A They do.

8 Q Do they provide service to the east of the delivery
9 point?

10 A They do.

11 Q Do they provide service to the south of the delivery
12 point?

13 A Yes.

14 Q And do they provide service to the west of the
15 delivery point?

16 A They do.

17 Q How close are KEM's nearest existing services to the
18 delivery point?

19 A Pretty close to 1,000 feet.

20 Q Okay. What are the yellow markers on this map?

21 A Those are existing KEM members.

22 Q And if we were to count these up, would it be
23 accurate to say there's 15 existing KEM members
24 within the 6,000-foot radius of the Wishek
25 substation?

1 A That is correct.

2 Q And is it true that one of those members, the
3 Blattner contractor on the Badger Wind Project, they
4 had a laydown yard that KEM previously provided
5 service to?

6 A Correct. That service is now retired.

7 Q Okay. And why is it retired?

8 A Construction of the wind farm completed. They no
9 longer needed the laydown yard and the facilities
10 associated with it.

11 Q How many KEM services are located within 1,000 feet
12 of the Wishek substation?

13 A I believe three.

14 Q Okay. How many are located within 6,000 feet; I
15 believe you said 15?

16 A Yeah, 14 today.

17 Q 14 today.

18 During approximately the last year, did
19 KEM construct additional facilities in this
20 immediate area?

21 A They did.

22 Q What facilities were constructed?

23 A They constructed the -- temporary service for
24 construction for Blattner Energy, and then they also
25 constructed two services for the Badger Wind Farm.

1 Q To your knowledge, has MDU provided any electric
2 services within the 6,000-foot radius shown on
3 Exhibit 3A within the last ten years?

4 A Not to my knowledge.

5 Q Has KEM established new retail services within that
6 area during that period?

7 A Yes.

8 Q I'm going to refer you to Exhibit KEM 6. Do you
9 recognize this document?

10 A I do.

11 Q And what is this?

12 A These are some notes I take -- I took during a call
13 with Ørsted when they were -- we were first
14 discussing their requirements for serving this wind
15 farm.

16 Q And remind the Commission, who is Ørsted?

17 A They would be the parent company for Badger Wind
18 Farm.

19 Q And Blattner was the contractor for the Badger Wind
20 Project?

21 A Yes, they provided engineering, procurement, and
22 construction support for Ørsted to construct the
23 Badger Wind Farm.

24 Q And is -- this email, if I understand correctly,
25 contains your notes as of this date of June 10th,

1 2025?

2 A Yes, they were my notes that I sent to the
3 applicable parties at KEM and IEA that were involved
4 with the project.

5 Q And as of this date, June 10th, according to your
6 notes here, what were the various services that
7 were -- you understood were being requested of KEM
8 by Badger Wind?

9 A The collector substation and the O&M building
10 station service. We didn't have a good idea of what
11 the total load of those two services would be at the
12 time. And then also the interconnection at the
13 Wishek 230-kV yard, and Ørsted also did not have any
14 indication of what the total load would be at that
15 time.

16 Q And that reference to the interconnecting at Wishek
17 230-kilovolt and XXXX megawatts, what is that
18 referring to?

19 A That is referring to the no-wind condition station
20 service to the wind farm itself.

21 Q At the Wishek substation?

22 A From the Wishek substation, yes.

23 Q Now, just quoting from your notes here, there's a
24 sentence halfway down in the middle of the page that
25 says, quote, Ørsted will submit membership agreement

1 form and provide loading information for all three
2 locations, unquote.

3 Did I read that correctly?

4 A Yes.

5 Q What does the reference to membership agreement
6 refer to?

7 A So before any potential customer can take service
8 from KEM Electric, we require them to fill out a --
9 a membership agreement form, as all of KEM's
10 customers become members, which also includes them
11 as an owner of KEM Electric.

12 Q Okay. Did Badger Wind later submit an application
13 for KEM membership and other loading information?

14 A I believe they did, yes.

15 Q Okay. I'm now going to refer you to an exhibit, KEM
16 3B. Do you recognize this document?

17 A I do.

18 Q And what is it?

19 A This is the new load delivery point initiation form
20 that Basin requires for new delivery points or
21 unexpected load growth.

22 Q And who was identified on this application as the
23 ultimate retail customer?

24 A The Badger Wind Farm.

25 Q Did Badger Wind sign the application?

1 A Yes, a representative for Badger Wind Farm did sign
2 it.

3 Q And does that appear on the last page of this
4 exhibit, the signatures?

5 A Yes, it does.

6 Q And are those signatures dated July 23rd, 2025?

7 A They are.

8 Q And I see it's also signed by a Class A member. Do
9 you know who would have signed that for the Class A
10 member?

11 A That would have been Travis Kupper. He was the
12 signatory for KEM.

13 Q Okay. So KEM was a Class A member on this
14 application?

15 A They are.

16 Q Who was identified as the transmission provider on
17 this application?

18 A We had our wholesale power provider, Basin Electric.

19 Q And what was the delivery point identified?

20 A The Wishek 230-kV substation, specifically the
21 interconnection bay --

22 Q Which would --

23 A -- for the wind farm.

24 Q And that, again, was the Wishek substation?

25 A Yes.

1 Q Okay. What was the starting load identified on the
2 proposed service?

3 A I believe it would be up to four megawatts.

4 Q Does the fact that the MDU transmission facilities
5 are identified on this application mean that MDU was
6 identified as the retail electric supplier?

7 A No.

8 Q Who was identified as the retail cooperative through
9 which this service was being requested?

10 A KEM.

11 Q After Badger Wind and KEM executed this application,
12 what happened next?

13 A I submitted it to Basin Electric for review.

14 Q I'll refer you to Exhibit KEM 11. Do you recognize
15 this document?

16 A I do.

17 Q And what is it?

18 A This is my email submission of that delivery point
19 application with it attached to Basin Electric.

20 Q And was that on July 23rd, 2025?

21 A It was.

22 Q And is a copy of the application attached to this
23 exhibit?

24 A It is.

25 Q And that's what was submitted to Basin Electric?

1 A Yes.

2 Q And in your cover email on the first page of that
3 exhibit, it provides, quote, Attached is the request
4 for a delivery point at MDU's Wishek substation to
5 backfeed station power to the Badger Wind Farm when
6 the wind towers are not generating, unquote.

7 Did I read that correctly?

8 A You did.

9 Q And was that your understanding, that was the point
10 of this new load application?

11 A It was the point of the application, yes.

12 Q Referring you to Exhibit KEM 13, do you recognize
13 this document?

14 A I do.

15 Q And what is it?

16 A This is an acknowledgment from Basin Electric that
17 they received and reviewed and accepted the new load
18 delivery point application.

19 Q Okay. I note that -- and that's dated July 24th,
20 2025; is that correct?

21 A Yes.

22 Q And there's a reference in here, it looks like the
23 second paragraph, it says, quote, Your application
24 has been assigned the Queue Number 2025-10, unquote.

25 What does -- what are they referring to

1 by a queue number?

2 A That is a number that they assign to all of their
3 delivery point requests just for tracking purposes.

4 Q Okay. Is it your understanding that based upon the
5 information contained in the fully executed new load
6 application, Basin then submitted an application to
7 MISO to add Badger Wind's requested network load to
8 Basin's MISO Network Integration Transmission
9 Service Agreement, NITSA?

10 A Yes.

11 Q I'll refer you to Exhibit KEM 14; do you recognize
12 this document?

13 A I do.

14 Q Is the first page of this exhibit essentially a
15 transmittal email from Basin Electric to MISO dated
16 August 12th, 2025?

17 A Yes.

18 Q And were you copied on that email?

19 A I was.

20 Q Was attached to that email a copy of Basin
21 Electric's quote, Application to add network loads
22 to Basin Electric's MISO NITSA, dated August 7th,
23 2025?

24 A Yes.

25 Q And is that attached to this exhibit?

1 A It is.

2 UNIDENTIFIED: 14.

3 BY MR. GRINOLDS:

4 Q And was part of the attachment a document entitled
5 Form of Transaction Specification Sheet pertaining
6 to the requested new load for the Wind -- Badger
7 Wind station service?

8 A Yes.

9 Q And is that also attached to this exhibit?

10 A It is.

11 Q Was the point of delivery identified as MDU's Wishek
12 substation?

13 A Yes.

14 Q Did Basin's submission identify this as a new load,
15 network load?

16 A I believe so. Under historical load information,
17 they do declare it as a new load.

18 Q What amount of load was identified?

19 A Four megawatts.

20 Q Is your understanding the information contained in
21 Exhibit KEM 4 [sic] was, in fact, transmitted by
22 Basin to MISO on August 12th, 2025?

23 A Correction, KEM 14?

24 Q KEM 14, correct. Thank you.

25 A Could you repeat the -- repeat the question, please?

1 Q Is your understanding the information contained in
2 Exhibit KEM 14 was, in fact, transmitted by Basin to
3 MISO on August 12th, 2025?

4 A Yes.

5 Q Referring you to Exhibit KEM 15; do you recognize
6 this document?

7 A Yes, I do.

8 Q And were you copied on this email exchange?

9 A Yes, I was.

10 Q Is this an email chain between representatives --
11 representatives of MISO and representatives of Basin
12 Electric dated August 12th, 2025, and September 3rd,
13 2025?

14 A That is correct, yes.

15 Q And in this email chain on page Bates numbered
16 KEM0113 -- Bates numbers on the bottom right-hand
17 corner of each page in bold -- did John Marhoefer at
18 MISO confirm receipt of Basin's application and
19 request additional information as a new load study
20 on September 3rd, 2025?

21 A Yes.

22 Q Okay. Referring you to Exhibit KEM 16,
23 specifically, the email at the bottom of page marked
24 KEM0096 --

25 A Yeah.

1 Q -- and carrying over on to the next page; do you
2 recognize this document?

3 A I do.

4 Q Okay. And are you copied -- are you a recipient of
5 this email?

6 A I am.

7 Q And what -- what's being discussed in this email?

8 A So JP Maddock at Basin Electric reached out to me.
9 They let me know that they were talking with MDU on
10 an unrelated topic, and they ended up talking about
11 the Badger Wind Station.

12 As it says here, they mentioned that KEM
13 doesn't have facilities in the area for the station
14 service itself and the -- that MDU was interested in
15 serving that. He notes that they agreed that the
16 admin building and the collector sub should be
17 KEM's.

18 And then JP asked for my thoughts on it
19 and if I had some diagrams to show the area. He --
20 he also apologized that he wasn't familiar enough
21 with the area, so he didn't know how to respond
22 during that discussion.

23 Q And did you respond to Mr. Maddock inquiry?

24 A I did, yes.

25 Q And is that your response contained on the first

1 page of Exhibit KEM 16 in the middle?

2 A It is.

3 Q And how did you respond?

4 A I -- I let JP know that we -- we're looking at
5 serving a wind farm connecting into the Wishek
6 230-kV substation, which is a MISO tariff facility.
7 I just mentioned to him that the MISO transmission
8 is open access and that the wind farm is in KEM
9 service area.

10 I attached a PDF showing the Wishek
11 substation and mentioned that that is the substation
12 that MDU is currently rebuilding, that the Badger
13 Wind Farm is looking to interconnect with, and then
14 I did let him know that Darcy had just reached out
15 to us to discuss this matter further.

16 Q And who were you referring to as "Darcy"?

17 A Darcy Neigum.

18 Q Okay. And this was on September 4th, 2025?

19 A Correct.

20 Q Did you or anyone else at KEM or Innovative
21 Electric -- Innovative Energy discuss this issue
22 further with Darcy Neigum thereafter?

23 A Yes, I believe we did.

24 Q Referring you to Exhibit KEM 17, do you recognize
25 this document?

1 A I do.

2 Q And what is it?

3 A This is a meeting request, along with a follow-up
4 email from -- it looks like, Trisha sent out the
5 original meeting request and then Darcy Neigum sent
6 the follow-up email to that.

7 Q And who is -- who is Trisha Samuelson?

8 A She's the engineering manager for Innovative Energy
9 Alliance.

10 Q And at the bottom of that first page of KEM 17, is
11 that a Microsoft Teams invite for a meeting to occur
12 on September 16th, 2025?

13 A It is, yes.

14 Q And among the various invitees was -- included Darcy
15 Neigum; is that correct?

16 A Yes.

17 Q And someone named Brian Giggee?

18 A Yes.

19 Q Do you know who that is?

20 A Yes, yes. I've talked to him in the past.

21 Q Do you know who he works for?

22 A He's an MDU employee.

23 Q Okay. And also on the list are Jason Bentz, Travis
24 Kupper, who are co-managers of Innovative Energy; is
25 that correct?

1 A Yes.

2 Q And yourself and Trisha Samuelson?

3 A Yes.

4 Q Do you recall, was there a discussion between
5 everyone on that list on September 16th, 2025?

6 A I do believe we did hold a meeting.

7 Q Okay. Was one of the topics discussed at that
8 meeting the issue of backup service at the Wishek
9 substation?

10 A I believe it was mentioned and talked about a little
11 bit.

12 Q All right. Was there any agreement reached at that
13 meeting as to provision of service at the Wishek
14 substation?

15 A I don't have my meeting notes for that meeting, but
16 I do not believe there was, no.

17 Q Okay. If there was, we wouldn't be here today; is
18 that correct?

19 A That would be a good --

20 Q All right.

21 A -- assumption.

22 Q Okay. And so the first email at the top of KEM 17,
23 it's an email from Darcy Neigum to Trisha Samuelson,
24 Jason Bentz, Travis Kupper, and yourself dated
25 October 3rd, 2025; is that correct?

1 A Yes.

2 Q And what's the gist of that email; what's -- what's
3 occurring there?

4 A So Darcy is notifying us that after our meeting the
5 previous month to discuss the Badger Wind Farm
6 offline station service, he was looking to keep an
7 open dialogue between our groups and let us know
8 that they did file with the North Dakota PSC for
9 temporary authority to serve that service.

10 Q I'm going to refer you to Exhibit KEM 18; do you
11 recognize this document?

12 A I do.

13 Q And what is it?

14 A So this is a document -- it's a correspondence chain
15 between me and JP Maddock at Basin Electric, with
16 JP Maddock looking to get more information on what
17 was happening with the Badger Wind Farm since they
18 hadn't progressed at all with it after their meeting
19 with MDU.

20 Q Okay. And is this in relation to the new load
21 application that had been submitted by Badger Wind
22 and KEM?

23 A It is, yes.

24 Q Okay. And what was Basin informing you was required
25 moving forward?

1 A They were just wondering if -- since there was a
2 filing with the PSC and KEM challenging the filing,
3 they were just wondering when that matter would be
4 resolved.

5 Q Okay. And this email chain is from a date range of
6 September 3rd, 2025, through February 18th of 2026;
7 is that correct?

8 A Yes.

9 Q Okay. Regardless of whether KEM or MDU provided the
10 backfeed electric service, would the electric
11 service be provided through the Wishek substation?

12 A That would be the best solution, yes.

13 Q Okay. Would the electric energy passing through the
14 Wishek substation be metered?

15 A It would be, yes.

16 Q And would KEM or MDU utilize the same meter located
17 in the Wishek substation?

18 A They could.

19 Q Okay. Does the meter already exist?

20 A There is a revenue meter in place.

21 Q Does KEM already have an established distribution
22 system surrounding this location?

23 A Yes.

24 Q Okay. And you've described that system earlier
25 today; is that correct?

1 A I have.

2 Q And that was in relation to Exhibit -- the map on
3 KEM 3A?

4 A It was, yeah.

5 Q Okay. Does KEM already serve members immediately
6 surrounding this location?

7 A It does.

8 Q And you've already identified the KEM members
9 serviced in the area; is that correct?

10 A I have, yes.

11 Q Does KEM already provide service to other portions
12 of the Badger Wind Project?

13 A Yes.

14 Q And what services does KEM presently provide to the
15 Badger Wind Project?

16 A They provide distribution services to both the O&M
17 building and the collector substation backup station
18 service.

19 Q And did the provision of electric service to those
20 Badger Wind projects by KEM involve an investment of
21 additional distribution infrastructure by KEM?

22 A I believe they did, yes.

23 Q Showing you what has been marked Exhibit KEM 3D; do
24 you recognize this document?

25 A I do.

1 Q And what is it?

2 A It's a map that Dale put together of the two line
3 extensions: One for the Blattner Energy service and
4 one for the O&M building and collector substation.

5 Q Okay. And your reference to "Dale" is to Dale
6 Nagel; is that correct?

7 A Yes, that's correct.

8 Q Okay. And are you familiar with the locations and
9 infrastructure improvements depicted on this map?

10 A Yes.

11 Q Referring to the map, what did KEM do to provide
12 electric service to those locations?

13 A They constructed roughly a half mile of underground
14 distribution.

15 Q Were those infrastructure improvements made by KEM
16 at a time when Badger Wind's parent company Ørsted
17 was also requesting KEM to provide backfeed electric
18 service to the Badger Wind Farm at issue?

19 A Yes.

20 Q Does KEM make infrastructure investments based upon
21 the expectation that it will serve existing and
22 future loads arising within its traditional service
23 area?

24 A Yes. So part of distribution planning for the rural
25 cooperatives is construction work plans that run on

1 a -- typically a four-year cycle. In that
2 construction work plan, we estimate load growth for
3 certain areas of the system to determine upgrades
4 required to continually provide reliable service to
5 that area.

6 Q In your opinion, would KEM's provision of the
7 requested service to the Badger Wind Farm better
8 promote the orderly development of retail electric
9 service in this area as compared to MDU providing
10 the retail service?

11 A I believe it would.

12 Q And why?

13 A I believe that having KEM serve that load would help
14 KEM by distributing more of its fixed costs and they
15 would be able to -- they would be able to keep the
16 cost to the rest of their membership lower by doing
17 so.

18 Q Okay. Is KEM required to provide electric service
19 to everyone who requests service within its
20 traditional service area, regardless of revenue
21 generated, pursuant to KEM's bylaws?

22 A They are.

23 Q Would permitting MDU to cherry-pick the high-revenue
24 customers diminish the resources available to KEM,
25 which would be utilized to reduce costs to all

1 members in the service area?

2 A Yeah, it could.

3 Q Okay. Would KEM's provision of the service through
4 the meter located within the Wishek substation or
5 near the Wishek substation unreasonably interfere
6 with MDU's service or system?

7 A I don't believe it would.

8 Q And why not?

9 A It's just access to a meter. Especially if it's
10 allowed to be done remotely or if the data is
11 provided by MDU, we wouldn't be interfering with how
12 they're operating that facility.

13 Q Would MDU continue to perform its role as the owner
14 and operator of the relevant transmission
15 facilities?

16 A Yes.

17 Q Conversely, would MDU's provision of the services
18 unreasonably interfere with KEM's current system or
19 service?

20 A No, it would not.

21 Q Would MDU's provision of the service potentially
22 result in interference with KEM's future service or
23 system?

24 A It potentially could. Right now, KEM relies on MDU
25 to -- it relies on MDU's transmission system to

1 serve its sub transmission, its 41.6 transmission
2 facilities, and along with that, all of its
3 distribution substations that it uses to serve its
4 membership.

5 Q Okay. Does KEM do so -- okay.

6 Does KEM currently rely on MDU's
7 transmission service -- system to serve a large
8 portion of KEM's system?

9 A Almost all of it, yes.

10 Q Does KEM do so through the MISO tariff facilities of
11 MDU and others?

12 A Yes.

13 Q In your opinion, if MISO tariff facilities cannot be
14 utilized by KEM to serve this load, would that
15 underlying -- would the underlying purposes of MISO
16 open-access tariff be frustrated?

17 A It could be, yes.

18 Q And why?

19 A So there would be nothing stopping MDU from using
20 the same example anywhere else where there was a
21 load request that KEM needed to utilize MDU's
22 transmission facilities to serve that member.

23 Q And you testified KEM is dependent upon MDU's
24 transmission systems; is that correct?

25 A I did, yes.

1 Q In your opinion, if MDU were given preference for
2 the provision of retail electric service in a rural
3 area simply because MDU owns a MISO tariff facility
4 through which the power would be transmitted, would
5 that frustrate North Dakota's territorial
6 jurisdiction statutes?

7 A I believe it could.

8 MR. SIMPSEY: Objection. That calls for
9 a legal conclusion, "frustration of statutes."

10 MR. GRINOLDS: His opinion.

11 JUDGE HOGAN: I'll allow it based on his
12 opinion, noting he's not an attorney and not calling
13 for a legal conclusion.

14 BY MR. GRINOLDS:

15 Q If MDU were given preference for the provision of
16 retail electric service at this facility, in your
17 opinion, would it call into serious question KEM's
18 ability to continue to utilize MDU transmission
19 systems throughout KEM's traditional service
20 territories?

21 A That's a potential, yes.

22 MR. GRINOLDS: That's all the questions I
23 have.

24 JUDGE HOGAN: Mr. Simpser, any questions?

25 MR. SIMPSEY: Yes, Your Honor. Just one

1 moment, please.

2 CROSS-EXAMINATION

3 BY MR. SIMPSER:

4 Q All right. I want to start at the middle, if you
5 don't mind, Mr. Keller. You had a long discussion
6 with your attorney regarding submitting the MISO
7 application in June, having MISO review it in July;
8 do you -- do you recall that, that discussion?

9 A I do, yes.

10 Q Yes. So if you were to go to KEM 15 -- we'll use
11 your numbers since they're convenient. KEM 15 has
12 an email from MISO's John Marhoefer, correct?

13 A Yes.

14 Q And in that email, he notes that AREF Number
15 106855236 has been annulled and cannot start until
16 the SIS has been completed; do you see that?

17 A I do, yes.

18 Q And AREF Number 106855236, that's your load request,
19 correct?

20 A In relation to this email, I believe it is, yes.

21 Q Okay. So when a load request has been annulled,
22 what does that mean?

23 A So I typically am not the one submitting the load
24 request to MISO; Basin Electric is. I guess I'm not
25 sure what it means in this context.

1 Q So you've just testified about all the work you've
2 done to submit the -- submit the application and
3 work with Basin to do so, you were cc'd by MISO, but
4 you don't know what MISO means when they use the
5 word "annulled"?

6 A Not in the terms of a CIS. I would need to review
7 that.

8 Q All right. Well, can we at least say the words --
9 can we at least look at the words that say, Cannot
10 start until the SIS has been completed?

11 A Yes.

12 Q What is an SIS?

13 A Like I said, I'm not sure on that.

14 Q Okay. Do you know what the words "cannot start"
15 mean?

16 A Yes.

17 Q Okay. So what does that mean?

18 A That the process that they're describing cannot
19 start. It cannot continue, it needs to be stopped.

20 Q And so has this process been restarted to your
21 knowledge as of September 3rd, 2025?

22 A I don't believe it has.

23 Q Okay. Now moving forward, if I go to -- and so that
24 was, what, September 3rd, is that the email we just
25 looked at in KEM 15?

1 A Yes.

2 Q Yes, okay. And then you had a discussion, another
3 email set in KEM 16 that looks like to be dated
4 September 4th, if I'm correct?

5 A Uh, yes.

6 Q So it's the day after MISO annulled, whatever that
7 may mean, your application --

8 A Yeah.

9 Q -- correct?

10 Okay. And then if I go look at -- so
11 that's September 4th, your application has been
12 annulled, and if I look at KEM 18, I think, down
13 to -- no, my apologies. KEM 17, if I look at Bates
14 number 103 --

15 A Okay.

16 Q -- that's an appearance by Badger Wind, LLC; do you
17 see that at the top?

18 A KEM 17?

19 Q KEM 17 is an email, right? And if you look in the
20 bottom corner, there's a number that says KEM0099.

21 A Oh, yes. Okay.

22 Q If you keep on going to KEM0103 in that same number.

23 A Oh, okay. Yes.

24 Q Here it says an Appearance by Customer, Badger Wind,
25 LLC; do you see that at the top there?

1 A I do.

2 Q And under that first Roman numeral one, it says,
3 that, He (it) desires electric service from
4 Montana-Dakota Utilities Company as a public utility
5 subject to the jurisdiction of, and regulation by,
6 the Commission, and has requested said public
7 utility to provide him (it) with immediate electric
8 service at the point located as stated in the
9 application herein.

10 Do you see that?

11 A Yes.

12 Q And then if you go to KEM0012 [sic], that's the
13 temporary application permit? It's just the page
14 right before it.

15 A Oh, before it, yeah.

16 Q And then in the comments it says, Station service
17 for wind turbines within the Badger Wind Farm?

18 A Yes.

19 Q Okay. So that's the same offline station service
20 that we've been talking about?

21 A It is.

22 Q And so the Appearance by Customer notes that Badger
23 Wind, LLC, is requesting that MDU provide that
24 service here, correct?

25 A Yes, that would be what this document is --

1 Q And --

2 A -- stating.

3 Q And this document is stated -- is dated September
4 24th, correct?

5 A It is.

6 Q So that's almost three weeks after MISO annulled the
7 service request that was placed by Basin Electric?

8 A I believe so, yes.

9 Q Okay. So moving on a little bit, you -- you were
10 asked by your attorney if MDU's service of the
11 Badger Wind Farm would interfere with the orderly
12 development of facilities in the state of North
13 Dakota. Do you remember that question?

14 A I do, yes.

15 Q And you responded that it would help KEM distribute
16 its fixed -- with its fixed costs and lower costs to
17 its members; is that correct?

18 A Yeah. As you expand the membership pool, KEM can
19 spread its resources farther and it reduces the cost
20 for everybody.

21 Q So more billing determinants is what you're
22 essentially saying?

23 A To a point, yeah. I mean, KEM has office staff and
24 operations that they're going to have regardless,
25 and fixed costs is probably not the right term to

1 use. Their operations and maintenance costs.

2 Q And -- and it's your opinion that lowering KEM's
3 costs is the necessary goal of orderly development
4 of the systems in the state of North Dakota; that's
5 what you testified to, correct?

6 A I guess, not necessarily. That's a benefit to KEM,
7 yeah.

8 Q And you heard Mr. Neigum testify today that KEM's
9 cost to Badger Wind, LLC, would be higher, correct?

10 A They may be. You'd have to take into account
11 capital credit allocations to the Badger Wind Farm.

12 Q We'll get to that in a moment.

13 A Okay.

14 Q But on a net revenue basis, you don't dispute our --
15 MDU's \$475,000 number; that's ballpark, right?

16 A I guess I never received the operating information
17 that they used to calculate that, but I'll take
18 Darcy for his word.

19 Q Okay. And you also heard Mr. -- you also heard
20 Mr. Neigum discuss that it would be less expensive
21 for MDU to serve Badger Wind, but also it would be
22 revenue going back to MDU's customers who are also
23 part owner of the wind farm; you heard him testify
24 to that, correct?

25 A Potentially, yes.

1 Q Okay, just -- just checking. Because if -- if KEM
2 serves it, and part of KEM's purpose here is to
3 lower its cost for its customers, it's doing so. I
4 mean, aren't MDU's customers paying KEM for that
5 right to go ahead and reduce KEM's costs?

6 A Why would KEM's costs -- I mean, wouldn't the same
7 be in reverse?

8 Q Well, not really, because MDU is a part owner of the
9 wind farm.

10 A Oh, in that respect.

11 Q Yeah.

12 A Okay, yes.

13 Q I'm just trying to establish the -- the facts here.

14 Okay. There was quite a lot of questions
15 where your attorney talked about KEM's traditional
16 service area; do you recall those questions?

17 A True, yes.

18 Q And who awards KEM its traditional service area?

19 A Nobody awards it. It would just be the service area
20 that KEM has served over its -- over the amount of
21 time that it's been operating.

22 Q And when we were looking at all the maps that KEM
23 has prepared, there are some MDU customers within
24 that traditional service area, correct?

25 A There are, yes.

1 Q So that traditional service area is not exclusive?

2 A No.

3 Q And you're not aware of any legal concept of a
4 traditional service area that would apply here,
5 correct?

6 A No.

7 Q No. And your obligation to serve -- you -- you
8 were -- you testified that KEM has an obligation to
9 serve within a traditional service territory; do you
10 recall that?

11 A Yes.

12 Q And that obligation is set forth in KEM's bylaws,
13 correct?

14 A I believe it is, yes.

15 Q So there's no statutory or other legal obligation
16 for KEM to serve anybody who comes and requests
17 service?

18 A Other than the bylaws, no.

19 Q Other than the bylaws, no.

20 Does MDU have an obligation to serve as a
21 Commission-regulated utility?

22 A I believe it would, yes.

23 Q Okay. There was a lot of talk about how if KEM was
24 unable to serve the Badger Wind Farm through
25 open-access facilities, that it would potentially

1 interfere with KEM's service to its customers. Can
2 you help me understand exactly what that means?

3 A It would be more in relation to future customers. I
4 don't believe that there would be any decisions made
5 on existing customers that KEM has, but if any
6 future loads that needed a transmission
7 interconnection and MDU's transmission facility
8 happened to be the closest and most suitable
9 facility to interconnect with, we would look at
10 using the tariff facility to serve that customer.

11 Q So you agree that here MDU's facilities are the
12 most -- are the closest and most suitable facilities
13 for service?

14 A Yeah. That would be why my application stated that
15 facility, yeah.

16 Q And what you're really concerned is about if the
17 Commission were to determine that orderly
18 development would have MDU serving what would be its
19 customers through its own facilities would interfere
20 with KEM's ability to, as you said, lower costs for
21 KEM's customers; is that your main concern in the
22 future?

23 A No, it would be just future customers in general,
24 not necessarily MDU's customers.

25 Q Well, but future customers of KEM then?

1 A Well, future -- future potential customers in
2 general that would fall in KEM's traditional service
3 area.

4 Q So it's your understanding that if they -- if a
5 customer falls in KEM's traditional service area,
6 KEM has a right to serve it?

7 A Yes.

8 Q And when asked who awarded you the traditional
9 service area, the answer was no one, correct?

10 A Yes.

11 MR. GRINOLDS: Objection, misstates his
12 testimony.

13 MR. SIMPSE: Fair enough.

14 BY MR. SIMPSE:

15 Q When you testified, you said the traditional
16 service -- your traditional service area is just
17 where you happen to have historically served?

18 A Yeah, the rural cooperatives were founded to serve
19 the rural parts of North Dakota.

20 Q Yeah, and you also testified that your traditional
21 service area is not exclusive?

22 A It is not.

23 Q And that you have no legal obligation to serve
24 within your traditional service areas, you called
25 it?

1 A Say that again, sorry.

2 Q And that you have no legal obligation to serve
3 within your traditional service area?

4 MR. GRINOLDS: Objection, calls for a
5 legal conclusion.

6 JUDGE HOGAN: To the extent it's not a
7 legal conclusion, he can offer his opinion.

8 THE WITNESS: Other than the bylaws, no.

9 BY MR. SIMPSON:

10 Q Okay. And so because of your lack of obligation and
11 your lack of an exclusive service area, you are
12 concerned that future customers are going to be
13 impacted if MDU is serving the Badger Wind Farm
14 through its facilities because its facilities are
15 the closest and the most suitable for service. I'm
16 just trying to make sure I'm following your logic.

17 A That -- yes, as I testified, KEM has a reliance on
18 MDU transmission facilities to serve its load in
19 that area.

20 Q Okay. So KEM's reliance on MDU is essentially
21 absolute. You couldn't serve anybody in the area
22 but for your use of MDU's transmission system,
23 correct?

24 A That's correct.

25 Q Yeah. You noted that Basin Electric was a member of

1 MIS0?

2 A Yes, I believe they are.

3 Q Are they a transmission-owning member of MIS0?

4 A They're not a transmission --

5 Q They are not a --

6 A -- owner.

7 Q -- transmission-owning member of MIS0.

8 So would the Badger Wind load be
9 considered MIS0 load or -- well, Basin Electric's a
10 transmission-owning member of SPP, if I recall?

11 A They are, yes.

12 Q And they provide service under the SPP tariff,
13 correct?

14 A Yes.

15 Q And so would the Badger Wind load be MIS0 load or
16 SPP load?

17 A Basin is also a transmission customer and market
18 participant in MIS0, so it's at Basin's discretion.

19 Q It would be at Basin's discretion, and you don't
20 know how Basin would serve --

21 (Indiscernible cross-talking.)

22 A I do not, no.

23 Q Okay. Did you help Mr. Nagel put together his
24 declaration?

25 A He maybe asked me a couple questions on some

1 specific things.

2 Q Did you provide him any guidance on his on the
3 parts -- portions of his declaration regarding the
4 meter?

5 A I don't recall if I did or not. I don't believe so.

6 Q You don't believe so?

7 A I -- I may have. I -- I don't remember.

8 Q That's all right.

9 A Sorry.

10 Q Are you familiar with what Mr. Nagel provided in his
11 declaration with respect to metering?

12 A Did he -- he specified that a meter would need to be
13 added?

14 Q That's correct. He did. Okay. And is it now your
15 position that a meter continues to need to be added?

16 A It really depends on what agreement can be made with
17 MDU. I would prefer that a meter isn't added, but
18 if that's what is required, we could do that, yes.

19 Q Do you have the legal right to add the meter?

20 A No, we would need to have an agreement with MDU to
21 do that.

22 Q And do you have a legal right to the meter data that
23 you've requested?

24 A Not a legal right, no.

25 Q No, okay. So -- so really you can't provide this

1 service without MDU's consent?

2 A I mean, yeah, if they wouldn't want to work with us
3 on providing meter data or adding a meter, that
4 would be tough.

5 Q Okay. And I just want to be clear, we've discussed
6 a lot, this is about retail load, correct?

7 A Yes.

8 Q And service of retail load is within the
9 jurisdiction of the Public Service Commission,
10 correct?

11 A For the --

12 MR. GRINOLDS: Objection, calls for a
13 legal conclusion.

14 JUDGE HOGAN: Again, he can answer in his
15 opinion, noting he's not an attorney.

16 THE WITNESS: For the case of MDU, I
17 guess; for the cooperatives, typically not.

18 BY MR. SIMPSON:

19 Q Typically not. So MDU is rate regulated by this
20 Commission, correct?

21 A True.

22 Q And the justness and reasonable -- of MDU's rates
23 and terms and conditions of service are overseen by
24 this Commission, correct?

25 A Yes, they are.

1 Q And there are no such regulatory body that oversees
2 the terms and conditions of service by the rural
3 electric cooperative, correct?

4 A We follow RUS regulation for providing service to
5 our members.

6 Q And RUS regulation sets your rates?

7 A It provides guidance. It doesn't necessarily set
8 those rates, no.

9 MR. SIMPSEY: Okay. I think that's all.
10 Just let me -- let me just check.

11 BY MR. SIMPSEY:

12 Q And just to make sure I caught you right, it's the
13 Midwest Independent System operator, not the
14 Mid-Continent Independent -- I mean, it's the
15 Mid-Continent Independent System operator, not the
16 Midwest System Operator?

17 A I guess I could have mixed it up.

18 Q No, that's fine.

19 MR. SIMPSEY: Okay, thank you. Nothing
20 further.

21 JUDGE HOGAN: Mr. Grinolds, any redirect?

22 MR. GRINOLDS: Yes. Could we take a
23 five-minute break?

24 JUDGE HOGAN: Sure. Why don't we stretch
25 that, let's make it a 15-minute break.

1 (Recess taken.)

2 JUDGE HOGAN: All right. Before we jump
3 back into testimony, I just want to note that we are
4 going to finish up Mr. Keller's testimony this
5 afternoon and break for the day, and then we will
6 come back tomorrow morning to do Mr. Nagel's
7 testimony and anything else -- any redirect that we
8 might have to do -- or rebuttal, I'm sorry.

9 Okay. Mr. Grinolds, go ahead, if you
10 have redirect.

11 MR. GRINOLDS: Yes. Thank you, Your
12 Honor.

13 REDIRECT EXAMINATION

14 BY MR. GRINOLDS:

15 Q Mr. Keller, opposing counsel had some questions for
16 you a moment ago regarding the issue of whether or
17 not Basin's MISO application had been annulled or
18 not; do you remember those -- those questions?

19 A I do, yes.

20 Q Okay. And I'm going to refer you to the Exhibit
21 KEM 15, and I believe this was the email that
22 opposing counsel was referring to where it has
23 reference to the email from John Marhoefer from MISO
24 to representatives of Basin, a copy -- and to
25 yourself.

1 And on the last sentence of that email,
2 it says -- well, first, let me just read the whole
3 thing. Quote, Justin, good afternoon. Please
4 advise if you would like for a new load to be
5 studied via Module B, you will need to submit an
6 ADDNITDNR, and if you have a new SINK node for your
7 load, then a new ADDSLOAD as well. Please note the
8 R -- AREF Number 106855236 has been annulled and
9 cannot start until the SIS has been completed.
10 Thank you, unquote.

11 Did I read that correctly?

12 A Yes.

13 Q Now, did you interpret this email as saying that
14 this AREF, that number, cannot start until the SIS
15 has been completed; is that correct?

16 A That would be true, yes.

17 Q Okay. Now, that was on September 3rd, 2025; is that
18 correct?

19 A Yes, it is.

20 Q Okay. I'll refer you to Exhibit KEM 16. Now, I
21 asked you some questions about this email chain on
22 direct earlier today. If you look at the first
23 email in that chain, because they're in reverse
24 chronological order, the email at the bottom of the
25 first page continuing on to the second page, which

1 is the email from Mr. Maddock at Basin to yourself
2 and Trish Samuelson at IEA of September 3rd, 2025.

3 This is the email communication where
4 they're advising they were talking with MDU on an
5 unrelated topic and ended up talking about the
6 Badger Wind Station. Do you remember your testimony
7 regarding this?

8 A Yes.

9 Q All right. And here they're pointing out how MDU
10 was asserting that KEM didn't have facilities
11 sufficient to handle this load; is that correct?

12 A Yes, I believe that is what Basin states.

13 Q Yes. And then your response to that, which is the
14 middle email on the first page of this exhibit, is
15 explaining how this is all MISO tariff facility, et
16 cetera. That was on September 4th, 2025, correct?

17 A Yes.

18 Q And it just -- just so happens that that first
19 message from Basin to you on September 3rd, 2025, is
20 the same date as that message from KEM 15 talking
21 about annulment and you have to complete this study
22 to proceed; is that correct?

23 A Yes.

24 Q And, then, so the following day you're responding on
25 KEM 16, in the middle email, talking about, well,

1 this is a MISO tariff transmission facility,
2 basically saying KEM believes it has the right to
3 provide this service and the ability to provide the
4 service. Is that a correct statement?

5 A Yes.

6 Q Okay. In response to that, Mr. Maddock from Basin
7 on KEM 16, the very top email on the first page, he
8 responds, quote, Thank you, Lee. Please let us know
9 what you need from us. Should we continue forward
10 with the load submission or should we wait for
11 further conversations with MDU? Unquote.

12 Did I read that correctly?

13 A Yes.

14 Q And what did you interpret that message to mean?

15 A That they were going to wait for us to provide them
16 with notification that we wanted them to move
17 forward with the load submission to MISO.

18 Q Referring you to Exhibit KEM 18, and specifically
19 page KEM0117, the number in the bottom right-hand
20 corner. And at the top of the page, there's an
21 email here from yourself to Mr. Maddock at Basin
22 dated September 19th, 2025; is that correct?

23 A Yes.

24 Q And what -- what are you -- what are you telling
25 Mr. Maddock in this email?

1 A I'm letting him know that Jason Bentz instructed us
2 to continue moving forward with the Badger Wind
3 delivery at Wishek. I said that it's already
4 submitted, but I believe some questions were getting
5 worked through with MISO. That would have been
6 between Basin and MISO, the questions.

7 Q Okay. So as of September 19th, 2025, was it your
8 understanding the process was still ongoing with
9 respect to the load application with Basin?

10 A Yeah, I believe that Basin could have continued on
11 with that application if they wanted to.

12 Q Okay. Now, with respect to whether or not there was
13 an annulment of something here, it's unclear what
14 the reference on that Exhibit KEM 15 was to, but
15 even assuming that the application had been annulled
16 somewhere along the line, is it your understanding
17 that would prevent KEM -- if this Commission were to
18 grant KEM permission to provide the service at this
19 location, would that prevent KEM from submitting
20 another new load application or asking Basin to
21 continue on with the new load application and
22 requesting MISO permission?

23 A I believe I could, yeah. I could ask them to
24 resubmit the existing one, or update it and submit a
25 new one.

1 Q Okay. And, again, when this message on KEM 15 came
2 through referencing something being annulled, the
3 same date that Basin's telling you that MDU had told
4 them they didn't think you had -- KEM had the
5 facilities to service this load, correct?

6 A Correct.

7 Q Okay. You were asked some questions by opposing
8 counsel regarding whether KEM's rates are governed
9 by anyone; do you remember those questions?

10 A I do.

11 Q Are KEM's rates -- who determines KEM's rates?

12 A KEM Electric, their board of directors.

13 Q Okay. And do you know how the board of directors
14 goes about setting those rates?

15 A So typically they would look for an external
16 consultant to perform a cost of service study, and
17 then based off of that cost of service study, they
18 would set rates and determine margins.

19 Q Okay. And KEM Electric is member-owned; is that
20 correct?

21 A They are.

22 Q And so in that respect, are the members who receive
23 the service effectively governing KEM's rate
24 process?

25 A It would be a form of self-governance, yes. There's

1 really no external factors that would have a control
2 over it.

3 MR. GRINOLDS: That's all the questions I
4 have.

5 JUDGE HOGAN: Any recross, Mr. Simpson?

6 MR. SIMPSON: No, Your Honor.

7 JUDGE HOGAN: Mr. Martens, any questions?

8 MR. MARTENS: Yes, Your Honor.

9 EXAMINATION

10 BY MR. MARTENS:

11 Q And I'm going to ask just a -- just one question
12 just to help me kind of narrow the focus for the
13 Commission here. I know there's distribution
14 service that was provided to the Badger Wind Farm
15 from KEM. That infrastructure that was talked about
16 in today's testimony, that's not going to be
17 utilized though to provide the service that's at
18 issue here; is that correct?

19 A No, it would not be. That is only for serving the
20 O&M building and the collector substation.

21 Q So -- so just the focus at issue here then is going
22 to be the -- the Wishek substation and then, I
23 guess, the infrastructure developed with the
24 generator connection; is that correct?

25 A Yes, that's correct.

1 MR. MARTENS: Okay. Thank you. No other
2 questions, Your Honor.

3 JUDGE HOGAN: Mr. Frank, any questions?

4 MR. MARTENS: No, he's good.

5 JUDGE HOGAN: Commissioner
6 Haugen-Hoffart.

7 COMMISSIONER HAUGEN-HOFFART: Thank you.

8 EXAMINATION

9 BY COMMISSIONER HAUGEN-HOFFART:

10 Q Hi, Lee.

11 A Hi.

12 Q I want to talk about the service area just for an
13 understanding.

14 A Yeah.

15 Q You sat and talked about traditional service area,
16 and you were asked for their clarify --
17 clarification on that, and then Darcy testified
18 about the relationship that KEM and -- and MDU have.

19 And my takeaway -- and you can correct me
20 if I'm wrong -- is that there was kind of like, I'm
21 going to call a gentleman's agreement that KEM
22 served a certain area, MDU served a certain area.
23 There was indication of cases where MDU didn't
24 protest.

25 Would you say that it was just like an

1 understanding of service area in which KEM served or
2 MDU?

3 A Yeah, that and I believe Darcy had mentioned too
4 that KEM a lot of times looks for what's in the best
5 interest of that end user. Whether it's the cost of
6 capital to provide service to them, if it's cheaper
7 then for KEM to do it, then we look at doing it. If
8 it's prohibitively expensive, then, yeah, we
9 typically wouldn't challenge MDU on serving that.

10 Q And would you say it's vice versa, too, like based
11 on the past?

12 A Yeah, I would say so.

13 Q So this -- is it your opinion that it was like,
14 what, the open-access tariff and the service area
15 that you have, that KEM is -- should have the rights
16 to serve it?

17 A I would say that, yes.

18 Q We're talking about the number of -- okay, when
19 we're looking at the number of people served in the
20 area, we are looking at two different -- KEM
21 presents one within a certain radius and MDU --

22 A Yeah, the 1.1 --

23 Q Yeah.

24 A -- versus two miles, yeah.

25 Q And I think that could easily be quantified by, you

1 know, submitting information on that, you know, for
2 us.

3 I had a thought, I was leading up to it.

4 Okay. The one thing is the economics of
5 it with the meter.

6 A Yeah.

7 Q Is MDU obligated to give you access to their meter?
8 Would it have to come by an agreement, a mutual
9 agreement?

10 A We would come by a mutual agreement. That would be
11 the only way to do it. There's no obligation for
12 them to provide us with that metering data.

13 Q How about putting the meter in the -- on the
14 substation?

15 A We would have to look to determine if the
16 secondaries of the instrument transformer have the
17 right of open access. If they wouldn't, then it
18 would also be a requirement that we would get an
19 agreement with MDU to hook up that meter.

20 Q Do you know the cost of putting that meter on?

21 A I mean, we typically install a revenue meter, not
22 including the instrument transformers, just the
23 meter itself, installing it and wiring it in the
24 neighborhood of \$10,000 to \$15,000 with setting up
25 communications.

1 COMMISSIONER HAUGEN-HOFFART: Okay. I
2 have no further questions. Thank you.

3 JUDGE HOGAN: Commissioner Christmann.

4 EXAMINATION

5 BY COMMISSIONER CHRISTMANN:

6 Q So in map -- on Exhibit 3D --

7 A Yes.

8 Q -- it showed the other facilities that KEM did hook
9 up to?

10 A Yeah.

11 Q So is the implication -- should I read an
12 implication in your testimony that KEM probably
13 wouldn't have even wanted to hook these up except
14 for the understanding that -- that KEM would serve
15 these small loads, but then would ultimately get the
16 wind farm load?

17 A I don't --

18 Q Or --

19 A -- think that's the case, no.

20 Q Okay.

21 A I mean, if Badger Wind Farm wouldn't have come to us
22 for the backfeed service, included that in that
23 initial offering, we might not have never known
24 about it, and we would have still served these two
25 services --

1 Q You would have served these --

2 (Indiscernible cross-talking.)

3 A Yeah, there was no contingency on us serving these
4 two services with --

5 Q Okay.

6 A -- a reliance on serving the other.

7 Q Okay. And then at one point, if I took somewhat
8 accurate notes, so correct me if I'm wrong, you said
9 that service relies on preexisting infrastructure --

10 A Correct.

11 Q -- and the meter being on the customer side makes no
12 difference. So if I wrote that down accurately, it
13 seems to me what I'm hearing, though, throughout the
14 day is that it makes a lot of difference?

15 A It -- so even if the meter was on the transmission
16 side, I believe Darcy had mentioned that the tariff
17 doesn't necessarily dictate that that meter is open
18 access.

19 Q Okay.

20 A So we would have to determine whether or not, you
21 know, if the meter was even on the transmission
22 side, if it would fall under those same open-access
23 tariff rules. Accessing the meter on the customer
24 side would be similar to accessing it on the
25 transmission side.

1 Q Okay. Thank you for explaining that.

2 And then on 3A --

3 A Okay.

4 Q -- so along the way, I've got the impression that a
5 big distinction between this substation and the one
6 at Linton was because at Linton, KEM had
7 transmission lines with a meter flowing out and at
8 Wishek they don't, but then this seems to show a
9 couple of transmission lines of KEM's here.

10 So why can't you just -- are those too
11 low a voltage for this load or --

12 A So we do have two 41.6 -- well, it's a single
13 41.6-kV transmission line. I would have to check.
14 There was maybe some reconfiguration of those lines
15 when MDU rebuilt that sub on the age and
16 replacement.

17 KEM did have 41.6 facilities leaving the
18 substation. Whether it's one or two lines, I can't
19 remember off the top of my head. Those 41.6-kV
20 transmission lines are not capable of carrying the
21 current required for a 250-megawatt wind farm. So,
22 therefore, we would need a -- that would cause a
23 duplication in infrastructure for us to build a 41.6
24 line to the wind farm to serve it paralleling the
25 current 230-kV transmission line that they're using

1 to put energy onto the grid.

2 Does that make sense? I can try to
3 explain it a little bit different.

4 (Indiscernible cross-talking.)

5 Q One more time.

6 A Yeah, okay. So right now the wind farm, it feeds
7 the generation that it produces onto the
8 transmission grid over the 230-kV line extension
9 from their collector substation to the Northwest
10 Wishek -- or Wishek Northwest substation.

11 KEM's 41.6-kV facilities, due to their
12 voltage and the conductor size, would not be able to
13 carry the current for a 250-megawatt wind farm when
14 they're generating. It could serve the wind farm
15 when they're not generating.

16 But we would have to build a parallel
17 line to the wind farm, parallel to the 230-kV line,
18 and then have a transfer switch or something for
19 when they're not generating. It -- it would make
20 for a difficult engineering solution.

21 Q But isn't serving the wind farm when they're not
22 generating really all we're talking about in this
23 case?

24 A It is.

25 Q So why can't you use this line?

1 A The 41.6 line?

2 Q Yeah.

3 A The 41.6-kV line, like I said, it would just be --
4 it would be a difficult engineering solution to use
5 that because the wind farm is served off of the same
6 transformers --

7 Q Oh, okay.

8 A -- and facilities that it generates off of.

9 Q Now I made the connection. Thank you.

10 A Yeah, no problem.

11 COMMISSIONER CHRISTMANN: No other
12 questions.

13 THE WITNESS: Thanks.

14 JUDGE HOGAN: Commissioner Kringstad.

15 COMMISSIONER KRINGSTAD: Just a couple.

16 EXAMINATION

17 BY COMMISSIONER KRINGSTAD:

18 Q Since we're on this -- this map, I guess, I'll start
19 with that. I had written down that the black line,
20 kind of, on the right-hand side, that that was that
21 41.6?

22 A Yes.

23 Q But then we also said that these -- these blue lines
24 were distribution lines as well. Do you know, are
25 those 41.6 as well?

1 A No.

2 Q No?

3 A Those are 12.47-kV.

4 Q Oh, okay.

5 A There is -- it's hard to tell because the
6 distribution line is underground and there's a --

7 Q Okay.

8 A -- and there's parallel 41.6-kV overhead line
9 running west out of the Wishek substation --

10 Q Okay.

11 A -- along that same easement, so --

12 Q Okay, thank you. That answered my question there.

13 I wanted to go back to the meter --

14 A Yeah.

15 Q -- a little bit and dovetail a little bit off of
16 what Commissioner Haugen-Hoffart was talking about.
17 So you said that if the -- if MDU and KEM couldn't
18 come to an agreement on the existing meter and you
19 had to install your own, that that would possibly be
20 between 10,000 and 15,000, right?

21 A For the meter itself and the installation of it,
22 yes.

23 Q Okay. I mean, MDU I think also testified that there
24 would have to be other infrastructure and equipment
25 associated with that, and I'm not an electrical

1 engineer --

2 (Indiscernible cross-talking.)

3 Q -- so I just -- I -- so I was just curious like
4 if -- if you agreed with that assessment, if you --
5 if you thought just the -- the meter itself would be
6 sufficient?

7 A It would come down to a -- we would need an
8 agreement with MDU to use their instrument
9 transformers that they're using for the existing
10 meter to also supply our meter in that case.

11 Q Okay. So it wouldn't -- is it just not like
12 technologically feasible for KEM to install its own,
13 or is that just then duplicative at that point or --

14 A It -- it would be a potential for KEM to install its
15 own.

16 Q Sure.

17 A The cost would get to be prohibitive at that point
18 if we were required to install our own instrument
19 transformers, yeah.

20 Q Okay. Do you have any, even, estimate of what that
21 would cost?

22 A I guess I haven't --

23 Q Okay.

24 A -- I haven't quoted 230-kV --

25 Q Okay.

1 A -- instrument transformers recently, no.

2 Q If -- if you had to install that -- that meter, can
3 you talk to kind of the timing around it, like how
4 long it would possibly take to get that installed?

5 A So the lead time on meters, we could probably
6 acquire one from somebody in our Innovative Energy
7 Alliance family that would have a meter available to
8 us. The meter lead time itself probably wouldn't be
9 an issue.

10 Q Okay.

11 A The lead time, it would come down to how long it
12 would take to come to an agreement with MDU on what
13 it would look like for us sharing those instrument
14 transformers.

15 Q Sure. Okay. And then this, I wanted to ask,
16 whether it's you or Mr. Nagel, so if you want to
17 just defer till tomorrow, that's fine. But I wanted
18 to just ask kind of the same questions I posed to
19 Mr. Neigum about like the -- the ten factors. Is
20 that one you want to answer, or do you want to
21 defer?

22 A I think it would probably be best if -- after Dale's
23 testimony is --

24 Q Okay.

25 A -- heard, if that's okay.

1 Q Yeah, that's perfectly fine. That's perfectly fine.

2 COMMISSIONER KRINGSTAD: I think those
3 were all the questions I had. Thank you.

4 THE WITNESS: Thank you.

5 JUDGE HOGAN: Commissioner
6 Haugen-Hoffart.

7 COMMISSIONER HAUGEN-HOFFART: I have one
8 more.

9 THE WITNESS: Yeah, go ahead.

10 FURTHER EXAMINATION

11 BY COMMISSIONER HAUGEN-HOFFART:

12 Q We're talking about, you went through some of the
13 communication that you've had through emails?

14 A Yeah, or that I was a party to, yeah.

15 Q Yeah. And I guess I want clarification, you know,
16 you were talking with Badger Wind, I think it's
17 KEM 7 --

18 A Okay.

19 Q -- you're going through talking about delivery
20 points and then you get Basin involved, you know,
21 you file applications.

22 And my question goes to when you get
23 the -- that MDU has filed with the Commission the
24 CPCN and --

25 A Okay.

1 Q -- that Badger Wind said they prefer them as a
2 customer. There's a big gap in there with your
3 communication with Badger Wind to -- to this time.
4 Did Badger Wind reach out to you and close that loop
5 in any way or --

6 A I don't believe so. I believe there was maybe some
7 communication between KEM and Badger Wind that I was
8 maybe a -- not a party to --

9 Q Okay.

10 A -- where they maybe had discussed, but not to my --

11 Q Maybe --

12 (Indiscernible cross-talking.)

13 A -- not that I was --

14 Q Okay.

15 A -- a part of, no.

16 COMMISSIONER HAUGEN-HOFFART: Okay.

17 Thank you.

18 JUDGE HOGAN: Commissioner Christmann.

19 FURTHER EXAMINATION

20 BY COMMISSIONER CHRISTMANN:

21 Q I don't know if this is something that you would
22 handle from Innovative Energy Alliance or if you
23 want to pass the buck till tomorrow to your partner,
24 but let's just imagine for a moment that your site
25 is successful and MDU is denied.

1 A Yeah.

2 Q But you have said that in order to get access to the
3 information or to install a meter and the other
4 necessary equipment, you need MDU's approval. So
5 what do you envision happening then? What -- do you
6 think that since they have an obligation to serve,
7 that means they have an obligation to approve you
8 since they're not approved and -- and the customer
9 needs service?

10 Or is there a stalemate then and either
11 the customer goes without power or you have to bring
12 it all the way from somewhere else? Or what happens
13 if -- if they're denied a CPCN, but they won't allow
14 you the access you need?

15 A So the -- we could discuss with the customer and
16 potentially put a revenue meter at their facility
17 and compensate it back to the MISO tariff border. I
18 guess I haven't looked into that.

19 Other than that, yeah, we -- we would
20 hope that MDU would work with us and we could come
21 to an agreement on either sharing that meter data or
22 using the instrument transformers already there to
23 also feed one of our meters.

24 COMMISSIONER CHRISTMANN: No other
25 questions.

1 JUDGE HOGAN: Mr. Grinolds, any other
2 questions?

3 MR. GRINOLDS: No.

4 JUDGE HOGAN: Mr. Simpser.

5 MR. SIMPSE: No, Your Honor.

6 JUDGE HOGAN: Mr. Martens.

7 MR. MARTENS: No, Your Honor.

8 JUDGE HOGAN: Any other Commissioner
9 questions?

10 (No audible response on digital
11 recording.)

12 JUDGE HOGAN: All right. Thank you,
13 Mr. Keller.

14 THE WITNESS: Thank you.

15 (Witness excused.)

16 JUDGE HOGAN: I'll just ask if there's
17 any other matters we need to address before we
18 adjourn for the day?

19 MR. SIMPSE: I heard from Commissioner
20 Haugen-Hoffart a request for a late-filed exhibit,
21 and I'd like to confer with Mr. Grinolds about the
22 best way to do that. And we can handle that as --
23 tomorrow.

24 JUDGE HOGAN: Sure.

25 MR. SIMPSE: But I just wanted to make

1 sure it's on everybody's list.

2 JUDGE HOGAN: Okay. All right. Well,
3 then I will note for the record, it's 4:45 p.m., and
4 we will stand in recess until tomorrow morning at
5 9:00.

6 (End of digital recording.)

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REPORTER'S CERTIFICATE

I, Christine Simons, do hereby
 certify that the above and foregoing transcript of the
 tape-recorded proceeding, consisting of the preceding 172
 pages is a full, true and complete transcript of the
 tape-recorded proceedings to the best of my ability.

Dated October 5, 2026.

CHRISTINE SIMONS
 Registered Merit Reporter,
 Registered Professional Reporter

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