

BEFORE THE PUBLIC SERVICE COMMISSION OF NEBRASKA

**IN THE MATTER OF THE JOINT)
APPLICATION OF NORTHWESTERN)
ENERGY PUBLIC SERVICE)
CORPORATION, BLACK HILLS)
CORPORATION, AND)
NORTHWESTERN ENERGY GROUP,)
INC. FOR APPROVAL OF MERGER)**

Application No. NG-128

**JOINT STIPULATION AND AGREEMENT OF SETTLEMENT
BETWEEN THE INTERNATIONAL LABORER'S INTERNATIONAL UNION
OF NORTH AMERICA AND JOINT APPLICANTS**

April 2, 2026

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**JOINT STIPULATION AND AGREEMENT OF SETTLEMENT
BETWEEN THE LABORER’S INTERNATIONAL UNION OF NORTH
AMERICA, LOCAL 1140 AND JOINT APPLICANTS**

The Laborer’s International Union of North America, Local 1140 (“LIUNA”) and Joint Applicants, consisting of NorthWestern Energy Group (“NorthWestern Group”), Black Hills Corporation, and NorthWestern Energy Public Service Corporation (“NorthWestern”), hereby submit this Joint Stipulation and Agreement of Settlement between LIUNA and the Joint Applicants (“LIUNA Merger Settlement”) for approval by the Nebraska Public Service Commission (“Commission”). LIUNA and Joint Applicants are each a “Party” and collectively referred to as “LIUNA Merger Settlement Parties.” This LIUNA Merger Settlement resolves the issues raised by LIUNA in a fair and reasonable manner and is in the public interest.

NOW THEREFORE, the LIUNA Merger Settlement Parties respectfully request that the Commission approve the LIUNA Merger Settlement Agreement consistent with the State Natural Gas Regulation Act, Commission regulations, and prior Commission orders.

I. INTRODUCTION AND PROCEDURAL BACKGROUND

1. On October 27, 2025, the Joint Applicants filed a Joint Application seeking approval of a merger transaction (“Merger”).¹ The Commission accepted the Joint Application under Commission Application No. NG-128, issued public notice in the Omaha Daily Record on October 30, 2025, and established December 1, 2025, as the deadline for Intervenors to file Petitions to Intervene in the proceeding.

2. On October 27, 2025, Joint Applicants filed a Motion for Protective Order. On October 30, 2025, the Commission issued a Protective Order for this proceeding.

3. On October 28, 2025, the Public Advocate filed a Petition for Formal Intervention with the Commission. The Commission Granted the Public Advocate’s intervention on October 30, 2025.

4. On November 4, 2025, the Commission issued the Notice of Assessment.

5. On November 20, 2025, the Commission issued its Order Scheduling Planning Conference.

6. On November 25, 2025, LIUNA filed its Petition for Formal Intervention to Intervene in this proceeding. The Commission granted LIUNA intervention by Order dated December 1, 2025.

7. On March 30, 2026, the Joint Applicants and the Public Advocate filed a Joint Stipulation and Agreement of Settlement between the Public Advocate and the Joint Applicants.

¹ The Joint Application described the nature of the merger transaction, the parties to the merger transaction, and the basis for Nebraska Commission jurisdiction.

8. On April 2, 2026, the Joint Applicants and LIUNA filed a Joint Stipulation and Agreement of Settlement between LIUNA and the Joint Applicants (“LIUNA Merger Settlement”).

9. On April 7, 2026, the Commission will hold a Hearing in accordance with the Procedural Schedule issued in this proceeding.

II. STIPULATIONS

10. The Joint Applicants and LIUNA engaged in discussions seeking resolution of the disputed LIUNA issues in this proceeding. The Joint Applicants previously responded to data requests served by LIUNA on issues related to contracted labor and services provided by LIUNA members. The Joint Applicants and LIUNA have thereafter corresponded, exchanged settlement offers, and met on various occasions to review their respective positions. The Joint Applicants and LIUNA have reached an agreement to settle all material issues related to the LIUNA issues raised in this proceeding. To that end, the LIUNA Merger Settlement Parties set forth below the stipulations and agreement between them related to all uncontested and contested LIUNA issues within this proceeding. The settled LIUNA issues are resolved as follows:

A. Support For Commission Approval of Joint Applicants’ Merger Settlement

LIUNA and the Joint Applicants agree to support and defend this LIUNA Merger Settlement. LIUNA and Joint Applicants further jointly and separately request that the Commission approve the Merger identified in the Joint Application filed in this proceeding by Joint Applicants consistent with the terms of this LIUNA Merger Settlement. With this LIUNA Merger Settlement, LIUNA supports approval of the Merger by the Commission.

B. Community Benefits Agreement

The Joint Applicants and LIUNA agree that BH Nebraska Gas and NorthWestern are not obligated to enter into a Community Benefits Agreement as a condition for the Commission's approval of the Joint Application as proposed in LIUNA's answer testimony.

C. Prudent Contracting

The Joint Applicants and their Nebraska natural gas operating utilities will continue their prudent contracting purchasing practices that include, to the extent known, maintaining union contractors that are signatories to LIUNA collective bargaining agreements on their respective bid lists and invitations to bid for pipeline construction, repair, maintenance, and related infrastructure work in Nebraska. The Joint Applicants agree that employment of union members will not disqualify contractors from bidding on or being awarded contracts.

D. Prudent Investment

The Joint Applicants and their Nebraska natural gas operating utilities commit to continue making prudent investment in safety and growth projects and capital investment in compliance with the State Natural Gas Regulation Act, the Pipeline Safety Act, and applicable Commission Rules and Regulations.

E. Pipeline Safety Commitments.

To the extent that Joint Applicants or their Nebraska natural gas operating utilities contract for outside services, and to the extent permitted by laws or regulation of Nebraska, BH Nebraska Gas and NorthWestern commit to the following considerations as part of its third-party pipeline safety and third-party pipeline project contract bid evaluation process.

1. Operator Qualification and Training

Contractors selected by BH Nebraska Gas or NorthWestern in Nebraska that are awarded a service agreement to perform a pipeline project shall maintain an operator qualification program consistent with applicable federal pipeline safety regulations and/or the BH Nebraska Gas or NorthWestern existing Operator Qualifications requirements. BH Nebraska Gas and NorthWestern will require the contracted vendor, as part of a contract award, to inform and to certify to BH Nebraska Gas or NorthWestern as to the qualifications of the Contractor's personnel that will be dispatched to perform covered work.

2. Contractor Bid Evaluation.

BH Nebraska Gas and NorthWestern will follow their respective existing practices of comprehensive bid evaluation, in which price is one factor among several, including safety record, workforce qualifications, training program participation, and demonstrated performance on comparable work. This commitment reflects the BH Nebraska Gas and NorthWestern's current approaches and ensures they are maintained post-merger as procurement functions are integrated.

3. Local Hire and Reporting

BH Nebraska Gas and NorthWestern will implement a local hiring contracting preference in their contract labor procurement processes which recognizes and assigns a value or benefit to bidders that employ a higher percentage of Nebraska residents. BH Nebraska Gas and NorthWestern will retain discretion about how to implement the preference, as part of an overall evaluation or selection criteria. The preference will not be imposed as a mandatory hiring requirement, minimum condition of contracting or a quota. NorthWestern and BH Nebraska Gas will request contractors to provide an annual report of the percentage of Nebraska residents employed on NorthWestern and/or BH Nebraska Gas projects.

4. Contractor Certification of Workforce Standards

For natural gas project contracts larger than \$1 million, NorthWestern and BH Nebraska Gas, shall require, as a condition of contract award, that contractors certify that their employees and subcontractors performing covered work are compensated at levels consistent with applicable market conditions for comparable utility construction work in the community in which the work is being performed.

- a. For purposes of this provision, “consistent with applicable market conditions” shall mean compensation levels that are consistent with at least one of the following:
 - i. collectively bargained rates for similar work;
 - ii. publicly available industry compensation data; or
 - iii. compensation practices of contractors performing comparable utility construction work in the community.

5. Workforce Training and Apprenticeship Standard

In evaluating contractor bids, BH Nebraska Gas and NorthWestern shall give positive consideration to bidders that utilize apprenticeship programs or demonstrate equivalent workforce training and development.

6. Reasonable Reliance, Reporting, and Sunset

- a. NorthWestern and BH Nebraska Gas may rely in good faith on contractor annual reports and certifications required under sections 3 and 4, absent actual knowledge of material non-compliance and shall not be required to independently audit contractor records or otherwise assume responsibility for direct enforcement of contractor practices under Sections 3 and 4 herein.

- b. NorthWestern and BH Nebraska Gas shall maintain the reporting and certification records received from contractors pursuant to Sections 3 and 4. LIUNA representatives may request copies of the reports and certification records, with confidentiality protections, if necessary, from NorthWestern and/or BH Nebraska Gas.
- c. The requirements set forth in Sections 3, 4, and 5 shall terminate on December 31, 2030.

F. Favored Nations

If the Joint Applicants agree to (1) a Community Benefits Agreements or (2) other third-party contractor commitments in South Dakota or Montana as part of the merger regulatory approval proceeding conducted within that respective state, then the Joint Applicants would adopt a similar commitment for contracted-out pipeline projects in Nebraska, to the extent allowed by Nebraska laws.

III. RESERVATIONS

1. This LIUNA Merger Settlement is submitted pursuant to the requirements set forth in the State Natural Gas Regulation Act, the Commission's rules and regulations, and prior applicable Commission orders. The LIUNA Merger Settlement Parties agree that, unless this LIUNA Merger Settlement becomes effective as provided herein, this LIUNA Merger Settlement and all discussions related hereto shall be privileged and shall not be admissible as evidence or in any way used, described, or discussed in any future rate proceedings before the Commission.

2. Notwithstanding anything contained herein to the contrary, if this LIUNA Merger Settlement is approved by the Commission, neither LIUNA nor the Joint Applicants are prohibited from bringing any action to seek to enforce this LIUNA Merger Settlement due to a material breach

of or knowing or willful noncompliance by LIUNA, the Joint Applicants,(jointly or severally) or by any of their respective Nebraska jurisdictional utilities.

3. The LIUNA Merger Settlement Parties understand and agree that this LIUNA Merger Settlement represents a negotiated settlement of the contested issues in this proceeding and is being settled in a manner that is not contrary to the public interest. The provisions of this LIUNA Merger Settlement are for purposes of settlement only and shall have no future precedential effect.

4. The LIUNA Merger Settlement Parties understand and agree that the proposals, positions, and adjustments made or obtained in this LIUNA Merger Settlement, whether express or implied, are made or obtained only through the spirit of compromise and are not intended to reflect a precedent for positions of either party in other proceedings. The LIUNA Merger Settlement Parties have entered this LIUNA Merger Settlement to avoid the burden, expense, delays, and uncertainties of further litigation with respect to the disputed issues. This LIUNA Merger Settlement has been executed as a compromise of disputed claims, and the execution of the LIUNA Merger Settlement does not constitute an admission or concession on the merits of those claims on the part of either Party.

5. The LIUNA Merger Settlement Parties further understand and agree that the provisions of this LIUNA Merger Settlement relate only to the specific matters referred to in this LIUNA Merger Settlement and no Party waives any claim or right which it otherwise may have with respect to any matters not expressly provided for in this LIUNA Merger Settlement.

6. Nothing in this LIUNA Merger Settlement shall be deemed to create a “settled practice” or create a “long-standing practice” that affects or shifts the burden of proof on any issue in any future proceeding.

7. This LIUNA Merger Settlement is not severable. Each provision of the LIUNA Merger Settlement is dependent upon all other provisions of the LIUNA Merger Settlement. The Parties further reserve the right to withdraw their support for this LIUNA Merger Settlement if the Commission modifies the LIUNA Merger Settlement in any manner which is materially adverse to the Party withdrawing its support; and, further, the Parties reserve the right to contest any such Commission order modifying the LIUNA Merger Settlement in a manner which is materially adverse the Party contesting such Commission order.

8. The LIUNA Merger Settlement Parties agree that all pre-filed testimony, supporting documentation and data request responses should be admitted into the evidentiary record as full hearing exhibits for the purpose of consideration of this LIUNA Merger Settlement and be given whatever weight the Commission deems appropriate. Consent by the LIUNA Merger Settlement Parties to admit all pre-filed testimony without challenge does not constitute agreement by any of the LIUNA Merger Settlement Parties that the content of the pre-filed testimony is accurate or that the views of the witnesses should be assigned any particular weight by the Commission. The pre-filed testimony and supporting documentation previously provided in this proceeding are not expected to be subject to cross-examination by the Parties, which would normally occur in a fully litigated case. The LIUNA Merger Settlement Parties agree to refrain from and waive cross-examination of the witnesses of the other Party. The resolution of any specific issue in this LIUNA Merger Settlement does not indicate the LIUNA Merger Settlement Parties' agreement to such resolution for purposes of any future proceedings.

9. The following actions shall not be taken by Joint Applicants or LIUNA, except as otherwise allowed by law or this LIUNA Merger Settlement: (a) seeking rehearing of a Commission Final Order that approves the LIUNA Merger Settlement without condition or

modification; (b) appealing a Commission Final Order approving the LIUNA Merger Settlement without condition or modification; (c) seeking to set aside the LIUNA Merger Settlement in whole or in part; (d) challenging this LIUNA Merger Settlement's applicability to any of the Joint Applicants or LIUNA once it has become effective; or (e) advancing any claim or right contrary to the express terms and conditions of the LIUNA Merger Settlement.

IV. SETTLEMENT EXECUTION, DATE, AND AUTHORIZED PARTIES

The LIUNA Merger Settlement Parties agree that with the execution of the LIUNA Merger Settlement by each Party it possesses the requisite power and authority to conduct business and to execute, deliver, and perform the LIUNA Merger Settlement. Each Party further warrants that the individuals who sign this LIUNA Merger Settlement have the legal power, right, and authority to enter the LIUNA Merger Settlement and to bind each respective Party.

V. EFFECTIVE DATE

This LIUNA Merger Settlement shall become effective and binding upon mutual execution of the Parties as set forth below. However, the LIUNA Merger Settlement is subject to Commission approval without condition or modification by a Final Order.

BLACK HILLS CORPORATION

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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of April, 2026, the foregoing **LIUNA Stipulation and Agreement of Settlement** was served electronically on the following at the email addresses shown below:

| Nebraska Public Service Commission | |
|--|--|
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