

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

**IN THE MATTER OF THE JOINT)
APPLICATION OF NORTHWESTERN)
ENERGY PUBLIC SERVICE)
CORPORATION, BLACK HILLS) Application No. NG-128
CORPORATION, AND NORTHWESTERN)
ENERGY GROUP, INC.)
FOR APPROVAL OF MERGER)**

REBUTTAL TESTIMONY OF BRADLEY S. WENANDE

ON BEHALF OF NORTHWESTERN ENERGY PUBLIC SERVICE CORPORATION

AND NORTHWESTERN ENERGY GROUP, INC.

IN SUPPORT OF THE JOINT APPLICATION

March 24, 2026

TABLE OF CONTENTS

I. INTRODUCTION.....1

II. PURPOSE OF TESTIMONY2

III. RESPONSE TO PROPOSED CONDITIONS REGARDING CONTRACTED
LABOR ISSUES.....3

IV. CONCLUSION.....6

REBUTTAL TESTIMONY OF BRADLEY S. WENANDE

I. INTRODUCTION

1 **Q. PLEASE IDENTIFY YOURSELF, YOUR EMPLOYER, AND YOUR JOB**
2 **TITLE.**

3 A. My name is Bradley S. Wenande. I am the Director of South Dakota/Nebraska
4 Operations for NorthWestern Energy Public Service Corporation d/b/a NorthWestern
5 Energy (“NorthWestern”).

6 **Q. PLEASE SUMMARIZE YOUR EDUCATION AND EMPLOYMENT**
7 **EXPERIENCE.**

8 A. I am a 1993 graduate of South Dakota School of Mines and Technology. I hold a
9 Bachelor of Science degree in Electrical Engineering. My experience is primarily in
10 the areas of distribution, transmission, and substation
11 engineering/operations/maintenance, business unit management (including personnel,
12 financial accountability, safe work performance, reliability performance), and labor
13 relations/negotiations.

14 **Q. WHAT ARE YOUR RESPONSIBILITIES AS DIRECTOR OF SOUTH**
15 **DAKOTA/NEBRASKA OPERATIONS?**

16 A. I am responsible for all aspects of NorthWestern’s electric and natural gas distribution
17 systems in South Dakota and Nebraska, including the systems’ safe, reliable, and
18 efficient operation, operations planning, engineering, and maintenance.

19 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

20 A. I am testifying on behalf of NorthWestern and NorthWestern Energy Group, Inc. in
21 support of the Joint Application requesting approval of the merger.

1 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE NEBRASKA PUBLIC**
2 **SERVICE COMMISSION (“COMMISSION”)?**

3 A. Yes. I was a witness in NorthWestern’s most recent rate review filed with the
4 Commission in Docket No. NG-122.

5 **II. PURPOSE OF TESTIMONY**

6 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

7 A. The purpose of my rebuttal testimony is to respond to the testimony,
8 recommendations, and conditions proposed by the Laborers’ International Union of
9 North America Local 1140 (“LIUNA”) for NorthWestern. I also reinforce
10 NorthWestern’s commitment to maintaining local operations, preserving workforce
11 stability, and continuing NorthWestern’s reliability and service performance in
12 Nebraska post-merger. NorthWestern will continue to rely upon their successful past
13 experiences and processes described later in my testimony and to act prudently when
14 contracting for outside services.

15 **Q. HAVE YOU REVIEWED THE DIRECT TESTIMONY FILED BY LIUNA AND**
16 **REBUTTAL TESTIMONY FILED BY MR. JAROSZ IN THIS PROCEEDING?**

17 A. Yes, I have.

18 **Q. DO YOU AGREE WITH MR. JAROSZ ABOUT THE AREAS WHERE THE**
19 **JOINT APPLICANTS AND LIUNA ARE ALIGNED?**

20 A. Yes. I agree that BH Nebraska Gas and NorthWestern should maintain the same level
21 of service, reliability, and resiliency after the merger closes as they do today, and that
22 it is important to ensure a stable local workforce is available to do so.

1 **Q. PLEASE PROVIDE AN OVERVIEW OF THE KEY AREAS RELATED TO**
2 **OPERATIONS AND LABOR WHERE JOINT APPLICANTS AND LIUNA DO**
3 **NOT AGREE?**

4 A. I agree with Mr. Jarosz that it is not necessary or appropriate to rigidly formalize the
5 utilities' contractor and procurement practices in a Community Benefits Agreement
6 as proposed by LIUNA. Like BH Nebraska Gas, NorthWestern anticipates that it will
7 continue to use outside contractors, some of whom are already Nebraska-based, for
8 the same categories of work as it does today after the merger closes.

9 **Q. ARE JOINT APPLICANTS RESPONDING TO THE TESTIMONY OF THE**
10 **PUBLIC ADVOCATE?**

11 A. No. Joint Applicants reached a settlement with the Public Advocate and plan to file a
12 settlement agreement with the Commission before March 30, 2026.

13 **III. RESPONSE TO PROPOSED CONDITIONS REGARDING**
14 **CONTRACTED LABOR ISSUES**

15 **Q. PLEASE DESCRIBE HOW NORTHWESTERN USES CONTRACTED**
16 **WORKFORCE IN NEBRASKA.**

17 A. NorthWestern uses outside contractors on a fairly limited basis in Nebraska for the
18 following general categories of work: excavation and trenching, directional boring,
19 traffic control, pavement removal and replacement, fencing, plumbing services,
20 ROW/permitting, OQ certification, and weld certification. We typically use outside
21 contractors in the following situations: (1) where an area of expertise is necessary that
22 the company does not maintain internally, (2) where the service is one not typically
23 accomplished by internal employees, or (3) when, due to a particular project,
24 additional external support is needed. NorthWestern's projects are usually relatively

1 small scale, so we select our contractors from a pool of qualified service providers
2 reviewed and approved by NorthWestern.

3 **Q. WILL NORTHWESTERN CONTINUE TO USE CONTRACTORS AFTER**
4 **THE MERGER CLOSES?**

5 A. Yes. After the merger closes, NorthWestern anticipates that it will continue to use
6 outside contractors and, most likely, for the same categories of work as it does today
7 and generally under the same conditions. NorthWestern also has significant
8 experience gained over many years of maintaining a qualified workforce.
9 NorthWestern can rely on many experienced employees within NorthWestern and
10 Black Hills after the merger. Beyond that experience, NorthWestern will continue to
11 hire outside contractors when needed using established practices that help ensure
12 finding the cost-effective, qualified contractors. NorthWestern can use its sound
13 judgment and experience to determine the right mix of skills to complete a
14 construction project or otherwise manage its ongoing utility operations without a
15 Community Benefits Agreement.

16 **Q. PLEASE DESCRIBE NORTHWESTERN'S PLANS REGARDING ITS**
17 **CONTRACTING POLICIES?**

18 A. NorthWestern remains committed to hiring qualified vendors at competitive prices to
19 ensure quality of work and value to our customers. Even though we cannot commit to
20 continuing indefinitely to employ the exact same procurement processes we employ
21 today, NorthWestern will continue to follow practices and implement requirements
22 that ensure only qualified contractors, with appropriate certifications (as required for a
23 specific task) are utilized.

1 **Q. WHAT IS NORTHWESTERN'S POSITION WITH RESPECT TO ENTERING**
2 **INTO A COMMUNITY BENEFITS AGREEMENT AS REQUESTED BY**
3 **LIUNA'S WITNESS, MR. KAMINSKI?**

4 A. While it is unclear exactly what Mr. Kaminski would like to see in a Community
5 Benefits Agreement, his testimony seems to suggest that LIUNA is demanding
6 commitments that NorthWestern and BH Nebraska Gas must maintain specified levels
7 of contracted-out employees, or minimum wage and benefit levels. NorthWestern
8 does not believe that such commitments are required to maintain NorthWestern's
9 current level and quality of service. NorthWestern further believes that type of
10 commitment may be contrary to the obligation of NorthWestern and BH Nebraska
11 Gas to provide safe, reliable, and cost-effective service for customers. NorthWestern
12 cannot and will not elevate the interests of contractors or contractors' employees over
13 the needs of our customers or sacrifice our ability to operate reasonably, prudently, or
14 cost effectively on their behalf.

15 NorthWestern supports and appreciates its contracted workforce, but wage and
16 benefit matters are more appropriately determined between that workforce and the
17 contractor employers. In addition, NorthWestern contends that establishing wage or
18 benefit minimums as a requirement in this proceeding could actually diminish market
19 competitiveness across vendors, and in turn, harm customers through higher costs that
20 are eventually passed onto customers. Finally, imposing a requirement for either
21 NorthWestern or BH Nebraska Gas to enter into a Community Benefits Agreement, or
22 other similar requirements, is not appropriate or necessary for the Commission to
23 approve the merger application submitted by the Joint Applicants.

1 **IV. CONCLUSION**

2 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

3 A. In sum, nothing in the record demonstrates that the proposed merger will adversely
4 affect the ability of NorthWestern (or either utility) to provide its current level and
5 quality of service to its Nebraska customers. As I have explained, NorthWestern will
6 continue to maintain the workforce and contractor relationships necessary to support
7 safe and reliable operations. NorthWestern will continue to contract for services by
8 applying prudent contracting practices. The additional conditions proposed by
9 LIUNA—particularly those related to labor and contractor practices—are not
10 necessary to ensure service quality and are not appropriate merger conditions.
11 Accordingly, I recommend the Commission reject such proposals.

12 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

13 A. Yes.

VERIFICATION

This Rebuttal Testimony of Bradley S. Wenande is true and accurate to the best of my knowledge, information, and belief.

/s/ Bradley S. Wenande
Bradley S. Wenande