

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE PUC STAFF'S)	
COMPLAINT AGAINST BANGHART)	MOTION TO
PROPERTIES, LLC, GETTYSBURG,)	ALLOW DELIVERY ON OPEN
SOUTH DAKOTA)	CONTRACTS
)	
)	GW23-001

COMES NOW Banghart Properties, LLC, a South Dakota Limited Liability Company (hereinafter referred to as Banghart), by and through its attorney of record, Robert Konrad of Konrad Law, Prof. LLC, and for its Motion to Allow Delivery on Open Contracts in the above-captioned action, does hereby state and allege as follows:

Banghart is a Class B licensed grain buyer. On or about January 12, 2023 PUC Staff issued a cease and desist letter prohibiting Banghart from acting as a grain buyer during the pendency of this action. Banghart has abided by that cease and desist letter. A complaint has been filed, and Banghart has responded. Banghart is awaiting from its professional accountants reviewed financial statements for year end 2022. Banghart has no outstanding unsettled or unpaid delivery tickets from any South Dakota producers. Banghart, through counsel, has kept PUC Staff apprised of the status of its reviewed financials and other developments in this matter. Banghart has responded to all discovery requests made by PUC Staff in a timely manner. Preliminary financial statements from Banghart's accountant indicate that Banghart meets or exceeds all requirements for Class A or B grain buyer licensing. If the final reviewed financial statements become available prior to hearing, Banghart will supplement that information by affidavit.

Banghart contemporaneously files with this motion an Affidavit of Jan Banghart, member-manager of Banghart Properties, LLC. The undersigned requests that PUC Staff review that affidavit in contemplation of this motion.

Banghart respectfully asks that the Commission allow approximately 26 South Dakota grain producers to deliver on their open contracts. Due to Banghart's desire to abide by the cease and desist letter issued by PUC Staff, Banghart seeks an order of the Commission specifically approving SD producers to deliver on their existing contracts. The contracts, details, and producer reasoning are more fully set forth in Jan Banghart's affidavit.

These open contracts are of considerable value to all the listed producers as they are all set at prices higher than current market conditions. It is undoubtedly in the producers' best interest to deliver on these contracts to achieve maximum profit for their grain. Banghart is unaware of any open contract producer that wants to cancel their contract or terminate any portion thereof.

Banghart requests a hearing to give the Commission an opportunity to consider this request, determine the best interest of the public, and take public comment from some of the producers that plan to attend the hearing. Despite the allegations made in the Complaint, there are no credible risks that producers will not be paid by Banghart. Banghart continues to hold a bond at or above the legally required bond amount. The draft financial statements (not expected to change in the final review process) indicate a strong financial position with little to no risk for producers.

Continuing to prevent SD producers from delivering on their contracts necessarily damages the producer. Banghart submits that the public interest of protecting and promoting the

financial well-being the producer is paramount in this unique situation. Banghart represents that it will have no issues paying producers with thirty days on all deliveries, and is willing to allow PUC Staff to observe that delivery and payment process to the extent they so desire.

Lastly, Banghart is willing to abide by any reasonable conditions set by this Commission in exchange for its Order to allow delivery on open contracts.

WHEREFORE, Respondent requests that the South Dakota Public Utilities Commission:

1. Issue an Order authorizing Banghart Properties, LLC to take delivery on the open contracts set forth and attached to the Affidavit of Jan Banghart; and
2. To enter any other relief it deems just and equitable under the circumstances.

Dated this 18th day of March, 2023.



BY: Robert Thomas Konrad
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Attorney for Banghart Properties, LLC.

Certificate of Service

The undersigned counsel hereby certifies that a true and correct copy of the forgoing Motion to Allow Delivery on Open Contracts was served on the following parties in the following manner, on this the 18th day of March, 2023:

Ms. Patricia Van Green
Executive Director
South Dakota Public Utility Commission
500 E. Capitol Ave.
Pierre, SD 57501
patty.vangerpen@state.sd.us

VIA EMAIL, USPS MAIL,
AND ELECTRONIC FILING


Mr. Cody Chambliss
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VIA EMAIL AND USPS MAIL

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VIA EMAIL AND USPS MAIL

Dated this 18th day of March, 2023.



BY: Robert Thomas Konrad