PUBLIC DOCUMENT
TRADE SECRET DATA EXCISED

DIRECT TESTIMONY AND SCHEDULES
GREG P. CHAMBERLAIN

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF NORTH DAKOTA

NORTHERN STATES POWER COMPANY ADVANCE PRUDENCE – BIOMASS PPAS APPLICATION	CASE NO. PU-17-____
NORTHERN STATES POWER COMPANY DEFERRED ACCOUNTING – BIOMASS PPAS APPLICATION	CASE NO. PU-17-____

Transaction Testimony

Exhibit__ (GPC-1)

June 30, 2017

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Statement of Qualifications Schedule 1

I. INTRODUCTION AND QUALIFICATIONS

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Greg P. Chamberlain and my business address is Xcel Energy, 401 Nicollet Mall, Minneapolis, MN 55401.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Northern States Power Company, a Minnesota corporation (Xcel Energy or NSP or the Company). NSP is an operating company subsidiary of Xcel Energy Inc. My current position with the Company is Regional Vice President.

Q. PLEASE DESCRIBE YOUR QUALIFICATIONS AND EXPERIENCE.

A. I received a Bachelor of Science degree in Chemical Engineering from Purdue University in 1986 and a Master of Business Administration from the University of Minnesota – Carlson School of Management in 1996.

I have been employed in the engineering, asset management, and marketing areas in the energy sector since 2000. My statement of qualifications is provided as Exhibit ___(GPC-1), Schedule 1.

I have been employed by NSP and its affiliates within Xcel Energy Inc. since 2000. During my career, I have held positions of increasing responsibility in areas of power generation and transmission asset management. My duties have included the areas of purchasing assets, negotiating and renegotiating major contracts, and a variety of activities relating to power supply, including duties relating to the implementation of the Company's power purchase

agreements (PPAs) with a number of vendors, including those PPAs the Company entered into to satisfy the Biomass Mandate found in Minn. Stat. § 216B.2424.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to summarize and describe three transactions for which the Company is seeking an Advance Determination of Prudence (ADP). Each proposed transaction seeks to restructure an existing Biomass PPA in a way that benefits our customers.

The three transactions that I describe are: (1) Benson Power (Fibrominn) PPA Termination and Acquisition for Subsequent Shutdown; (2) Pine Bend Biogas PPA Early Termination; and (3) Hennepin Energy Recovery Center (HERC) PPA Extension and Restructuring (collectively, the Proposed Transactions). My testimony describes each transaction and supports the conclusion that the North Dakota Public Service Commission (Commission) should grant an ADP for the Proposed Transactions.

Q. PLEASE PROVIDE A SUMMARY OF THE THREE TRANSACTIONS DESCRIBED IN YOUR TESTIMONY.

A. My testimony covers the following topics:

Benson Power (Fibrominn) PPA Termination and Acquisition for Subsequent Shutdown: Our proposal is to terminate the PPA with Benson Power, acquire the 55 MW power plant (Benson facility), and subsequently close it in exchange for payment of approximately $95 million to Benson Power. As part of the proposed transaction, the Company will incur approximately

$11.8 million in legal and contract termination fees and demolition and remediation related costs. The Company will also incur $14.5 million in costs associated with the short-term operation and closure of the Benson facility. The Proposed Transaction also contemplates a $20 million grant to the City of Benson. The grant will be funded by the Renewable Development Fund (RDF) and is intended to help fund the economic development necessitated by the closure of the Benson facility and attendant impact of that closure on the local community.

Pine Bend PPA Early Termination: Our proposal is to terminate the 12 MW Pine Bend biogas plant PPA (Pine Bend PPA) in exchange for payment of $1.05 million to the plant owner.

HERC PPA Extension and Restructuring: Our proposal is to amend the existing 33.7 MW HERC PPA on new terms that extend the term of the PPA and convert the contract pricing to a more modern framework that provides better pricing and greater customer protection to our customers over time.

II. DESCRIPTION OF TRANSACTIONS

Q. HOW IS THIS SECTION OF YOUR TESTIMONY STRUCTURED?

A. I describe each of the Proposed Transactions in the following order:

1. Benson Power (Fibrominn) PPA Termination and Plant Acquisition
2. Pine Bend Biogas PPA Early Termination
3. HERC PPA Extension and Restructuring

Q. WILL YOU ALSO DISCUSS THE CUSTOMER SAVINGS ASSOCIATED WITH THE TRANSACTIONS YOU DESCRIBE?

A. No. Company witness Mr. Martin provides that testimony. My testimony is confined to describing the transactions.

A. Benson Power (Fibrominn) PPA

Q. WHO ARE THE PARTIES TO THE BENSON POWER PPA?

A. Xcel Energy and Benson Power, LLC (as successor in interest to Fibrominn LLC) are parties to a Biomass PPA dated as of August 31, 2000, and amended as of June 7, 2004, and February 16, 2011, as assigned and modified by the Consent and Agreement dated as of August 20, 2015, by and between Benson Power and NSP (the Benson PPA) for the sale and purchase of energy and capacity from the 55 MW electric generating facility fueled by poultry litter and other biomass fuels located in Benson, Minnesota.

Q. PLEASE DESCRIBE THE BENSON FACILITY.

A. The Benson facility, located in Benson, Minnesota, is a 55 MW electric generating facility fueled by poultry litter and other biomass fuels. Benson Power, LLC, a Delaware limited liability company, owns the Benson facility. The Benson facility was previously owned by Fibrominn LLC, and the land it occupies was previously owned by PowerMinn 9090, LLC. All workers at the facility are employed by the NAES corporation which is an independent services company with deep experience in operations and maintenance of power plants throughout the United States.

When it was originally built, the Benson facility was the first power plant in the country designed to burn poultry litter as a source of fuel. The fuel stock currently consists of a mix of poultry litter and wood.

Q. WHAT ARE NSP'S BASIC OBLIGATIONS UNDER THE BENSON PPA?

A. The Benson PPA term runs from September 11, 2007 to September 10, 2028. During the term, NSP pays Benson Power on a $/MWh basis for all of the energy and capacity from the Benson facility.[1]

Q. WHAT IS THE OVERALL COST OF THE BENSON PPA TO NSP AND ITS CUSTOMERS?

A. The Benson PPA estimated contract price of ***[TRADE SECRET BEGINS TRADE SECRET ENDS]*** (2018) consist of energy payments (with annual escalation), plus fuel transportation costs in excess of a baseline amount, property taxes, and any shortfall in sales of ash for fertilizer. This results in a levelized cost to customers of approximately ***[TRADE SECRET BEGINS TRADE SECRET ENDS]*** over the remaining PPA term.

Q. WHY IS THE COMPANY SEEKING TO TERMINATE THE PPA AND BUY THE BENSON FACILITY FOR SUBSEQUENT SHUTDOWN?

A. The Company determined that it was more cost-effective for customers to pay Benson Power to terminate the Benson PPA, buy the Benson facility, and shut it down than it would be to complete the Benson PPA term.

[1] In the second amendment to the PPA dated February 16, 2011, the accredited capacity was increased from 50 to 55 MW, and as a result, NSP received ownership of all of the Renewable Energy Credits (RECs).

Q. PLEASE DESCRIBE THE TRANSACTION INVOLVING THE TERMINATION OF THE BENSON PPA AND THE PURCHASE AND SUBSEQUENT SHUTDOWN OF THE BENSON FACILITY.

A. The Company proposes to terminate the Benson PPA, acquire the Benson facility, and subsequently close it once we have approval from the Midcontinent Independent System Operator (MISO), which we anticipate to take six months.

Q. WHAT DOES THE COMPANY HAVE TO PAY BENSON POWER AS A PART OF THIS PROPOSED TRANSACTION?

A. The contract contemplates that the Company will pay Benson Power approximately $95 million in exchange for the early termination of the PPA and purchase of the Benson facility.

Q. PLEASE OUTLINE THE OTHER KEY TERMS OF THE TRANSACTION.

A. The Asset Purchase and Sale Agreement between Benson Power and NSP includes the following key terms:

- The transaction will close on the third day after satisfaction or waiver of all the conditions to closing (which includes regulatory approvals), or as parties agree.
- At closing, NSP will place $12 million of the $95 million contract price into escrow to be held by an escrow agent for two years as security for warranties and covenants.
- Certain costs related to the termination of the contract for the sale of ash to North American Fertilizer (NAF) may be deducted from the transaction price payable to the owners of Benson Power and paid directly to NAF. NSP will credit Benson Power for the value of the ash inventory as of the closing date to the extent it reduces the amount of costs payable to NAF.
- Prior to closing, Benson Power can only enter into contracts cancellable

on 60 days' notice.

- Jenny-O poultry litter supply contract (in renegotiation at the time of the execution of the agreement), a key contract for Benson Power, contains a 180 day termination notice provision with take or pay terms with payments estimated to be approximately $1.1 – $1.7 million, depending on the length of notice provided.
- If closing has not occurred by March 31, 2018, either party may terminate.

Q. WHY IS THE COMPANY PURCHASING THE BENSON FACILITY RATHER THAN JUST PAYING TO TERMINATE THE PPA?

A. The reason this transaction contemplates ownership transition is because the Benson facility was actually being prepared for a sale at the time we began exploring our options to reduce the costs associated with this PPA. In 2014, the Benson facility entered receivership. When the Benson facility exited the receivership process in August of 2015, the prior debt holders who had financed the Benson facility became the new owners. The Benson transaction is structured as an asset sale rather than a PPA termination because, when we entered into discussions with the sellers, it was clear that they wanted to sell the facility outright and had already taken steps in that direction. Because our analysis demonstrated that an asset purchase would yield significant savings for our customers, we continued with negotiations—which were ultimately successful.

Q. WHAT DOES THE COMPANY RECEIVE IN EXCHANGE FOR ITS PURCHASE?

A. The proposed acquisition includes all the assets used in connection with the ownership and operation of the Benson facility. Specifically, this includes all buildings, machinery, equipment (including a Foster Stoker Boiler and a Fuji Steam Turbine), personal property, computer hardware, tools, work

equipment, supplies, inventory, other tangible assets used at the Benson facility, all fuel inventory, all spare parts inventory, all of the acquired contracts, all permits, and all business information (including company books, customer lists, records, files etc.).

Q. ARE THERE OTHER DIRECT COSTS ASSOCIATED WITH THE TRANSACTION?

A. Yes. In addition to the consideration paid to Benson Power, the Company has assumed approximately $1.5 million in contract termination fees, $1.5 million in legal, miscellaneous fees and insurance, $1 million in fuel costs, $5 million in transportation costs, $3 thousand in ash disposal costs, $4.9 million in operating contracts, materials and supplies, and $3.5 million in property taxes. These costs are in addition to the $95 million paid to Benson Power and, as Company witness Mr. Martin describes further, were included in the costs modeled by the Company in assessing whether the proposed transaction benefitted our customers.

Q. ARE THERE INDIRECT COSTS OF THE TRANSACTION?

A. Yes. In recognition that the Benson facility is an important economic presence in the City of Benson, recent legislation requires NSP to pay $20 million ($4 million in 2018, $6.5 million in 2019 and 2020, and $3 million in 2021) from the Renewable Development Fund (RDF) to the City of Benson to assist with economic development efforts necessitated by the plant's closure in its impact on the local economy. Mr. Martin's testimony covers the treatment of this cost.

Q. ARE THERE OTHER INDIRECT COSTS OF THIS TRANSACTION?

A. Yes. To facilitate the transaction, we have agreed to certain additional terms with the City of Benson. These commitments include the following:

- NSP to provide a site specific public safety shut down plan.
- NSP to make two additional annual local property tax payments following the removal of the facility, each based on the payments made in the year prior to removal.
- NSP to reimburse the City of Benson any stranded investments related to water, waste water, and electric distribution assets.
- NSP to make a payment, up to $200,000, for a new water line and relocation of controls for the NAF plant. The fertilizer plant—which neighbors the Benson facility—currently obtains water from the plant.
- Upon closure of the plant, NSP to remove all above-ground improvements to grade, remove all foundations to a depth of four feet below grade, and remediate environmental contamination, if any, in accordance with applicable law.
- NSP to provide the City of Benson the following written notices:
  - No later than 30 days prior to the shutdown of the facility, a shutdown notice notifying Benson of the date the facility will be shut down; and
  - No later than 30 days after completion of all removal activities at the facility, a final removal notice notifying Benson of the completion of removal.
- Upon closure of the plant, NSP to provide the City of Benson with an option to purchase the site per the following terms:
  - Benson must exercise this option no later than six months following NSP's shutdown notice;
  - Benson must close on the site no later than 30 days following the date of the removal notice; and
  - The purchase price shall be equal to the appraised value of the restored site (i.e., without the Benson plant facility) as determined by an appraisal obtained by NSP.
- Upon closure of the facility, NSP to submit an Attachment Y to the

Midcontinent Independent System Operator (MISO).

Q. ARE THE COSTS OF THE CITY OF BENSON LETTER AGREEMENT INCLUDED AS PART OF THE COST OF TERMINATION OF THE BENSON PPA AND PURCHASE FOR SUBSEQUENT SHUTDOWN OF THE BENSON FACILITY?

A. Yes. The Company has included these costs and they are included in the capital, O&M, and property tax costs associated with the termination. These amounts are included in Mr. Martin's economic analysis which values the costs and benefits of the overall transaction.

Q. ARE REGULATORY APPROVALS REQUIRED FOR THIS TRANSACTION?

A. The contract between Benson Power and the Company is subject to approval by the Commission consistent with the precedent set in Case No. PU-12-59. Additionally, the contract is also subject to approval by the Minnesota Public Utilities Commission (MPUC). The Company will also be filing for approval of the Benson Power transaction from the Federal Energy Regulatory Commission (FERC) under Section 203 of the Federal Power Act.

Q. ARE THERE ADDITIONAL STEPS THE COMPANY MUST TAKE TO SHUT DOWN THE BENSON FACILITY?

A. Yes. Upon taking ownership of the Benson facility, the Company will file Attachment Y (Notification of Generation Resource/SCU/Pseudo-tied Out Generator Change of Status) with MISO regarding the proposed closure of the Benson facility. MISO's process requires the owner of a Generation Resource to submit an Attachment Y Notice at least twenty-six (26) weeks prior to retiring the plant.

As part of its review process, MISO will consider whether the Benson facility is a System Support Resource (SSR), a unit that is required to maintain the reliability of the transmission system. MISO will also consider how the closure of the Benson facility may impact its planning year—which runs from June 1 through May 31. If we submit the Attachment Y notification after December 1, we may be obligated to utilize the facility to meet our planning reserve requirements or offer the facility into the planning resource auction for the next planning year. Again, we understand that this scenario is unlikely due to the excess of capacity in MISO's Zone 1.

Q. WHAT ARE THE CUSTOMER SAVINGS THAT ARISE OUT OF THE PROPOSED BENSON POWER TRANSACTION?

A: Results from our analysis show that purchasing and closing the Benson facility results in a net customer savings of approximately $345.6 million on a net present value (NPV) basis.

B. Pine Bend Biogas PPA Early Termination

Q. WHAT IS THE NEXT TRANSACTION YOU ARE TESTIFYING ABOUT?

A. I testify about the Pine Bend PPA early termination. This proposed transaction pertains to the early termination of a PPA the Company has for a 12 MW biogas facility that generates electricity by burning landfill gas reclaimed from the former Pine Bend landfill (Pine Bend facility).

Q. WHAT IS PINE BEND?

A. Gas Recovery Systems (GRS) owns and operates the 12 MW Pine Bend facility in Dakota County, Minnesota.

Q. PLEASE DESCRIBE THE PINE BEND PPA.

A. GRS entered into a PPA with the Company on September 20, 1994 for a term of 30 years, ending no later than December 31, 2025. Pursuant to the Pine Bend PPA, the Company agreed to purchase the output from the Pine Bend facility. The Pine Bend PPA was executed as a contract under the federal Public Utilities Regulatory Policies Act (PURPA). As a Qualifying Facility under PURPA, the PPA included both capacity and energy payments that were designed to be at or below the Company's levelized avoided costs based on three reference units: a peaking unit in service before May 1, 1996, an intermediate facility in service by 2001, and a base-load unit in service by 2005. Starting in May 2005, the energy prices have been based on actual costs for Sherco 3.

In 2010, the Company amended the Pine Bend PPA to establish a simplified "all in" structure to provide GRS a more reliable revenue stream, and help to avoid the need to purchase more expensive replacement energy if the facility was forced to shut down. The amendment was effective for the remaining 16 years of the PPA. Under the amendment, the purchase price for energy was about $2 million higher than the prior PPA payment structure, depending on future capacity and energy costs linked to Sherco 3. Amendment No. 2 had an NPV of about $9 million less than the estimated cost of replacement energy should the GRS project fail to maintain operations.

The Pine Bend PPA with GRS is scheduled to terminate on December 31, 2025. The current price of energy under the terms of the PPA is ***[TRADE SECRET BEGINS TRADE SECRET ENDS]***. This price is to increase by 1.5 percent annually through the last year of the PPA in 2025 when the price is scheduled to be ***[TRADE SECRET BEGINS TRADE SECRET ENDS]***.

Q. WHY IS NSP SEEKING TO TERMINATE THE PINE BEND PPA ?

A. To save ratepayers money.

The current price of energy under the terms of the PPA is ***[TRADE SECRET BEGINS TRADE SECRET ENDS]***. This price was to increase by 1.5 percent annually through the last year of the PPA in 2025 when the price was scheduled to be ***[TRADE SECRET BEGINS TRADE SECRET ENDS]***. The Company's assessment of market price for energy in that same time period is substantially less, in the $23/MWh to $34/MWh range during the same timeframe. Mr. Martin's Direct Testimony provides further analysis of the cost savings.

Q. WHAT IS THE FUNDAMENTAL TRANSACTION INVOLVING THE TERMINATION OF THE PINE BEND PPA?

A. Xcel Energy is proposing to terminate the Pine Bend PPA. Key terms of the Termination Agreement are as follows:

- The effective date of the termination agreement will be the first day of the month following all closing contingencies being met or waived.

- NSP will pay GRS monthly the difference between the current PPA price and the average monthly locational marginal price at the NSP.NSP node plus $10/MWh. If the difference is negative, no payment will be made to GRS by NSP that month.
- The Termination Agreement shall terminate the earlier of three years from the effective date or when GRS has received $1,050,000 through monthly payments from NSP.

The Company estimates that at current market prices, the total $1,050,000 consideration under this termination agreement will be made in approximately two years.

Q. ARE THERE OTHER INDIRECT COSTS OF THE TRANSACTION?

A. No.

Q. WHAT ARE THE NET CUSTOMER SAVINGS THAT ARISE OUT OF THE EARLY TERMINATION OF THIS PPA?

A. If the PPA is terminated, we expect our customers will see a NPV savings of approximately $5.2 million over the life of the PPA.

C. HERC PPA Extension and Restructuring

Q. PLEASE DESCRIBE THE EXISTING HERC PPA.

A. The Company has a PPA to purchase the electrical output from the HERC waste-to-energy facility (HERC facility) in Minneapolis. The HERC facility burns refuse-derived fuel which is derived from municipal solid waste (garbage). The steam, in turn, is used to generate electricity which is sold to NSP under the PPA.

Q. PLEASE DESCRIBE THE BACKGROUND OF THE HERC PPA.

A. In 1985, HERC entered into an agreement with Hennepin County to design, construct, own, operate, and maintain a solid waste resource energy facility to process municipal solid waste to produce steam for heating and cooling and to generate electric power, subject to HERC negotiating and entering into an electric sales agreement with NSP. The HERC facility was proposed as a qualifying facility under PURPA.

The HERC PPA is for the output of 33.7 MW of capacity. The contract began in January of 1990 with a 28 year term that ends on December 31, 2017. That said, the HERC PPA includes a 7-year extension at Seller's option at "fair market value" and the parties are required to move into arbitration if they cannot agree on an extension price.

Q. HOW LONG HAS THE COMPANY BEEN WORKING TOWARD AN AMENDED PPA WITH HERC?

A. Formal negotiations began in January 2017 when HERC provided an initial extension offer to NSP.

Q. PLEASE SUMMARIZE THE PROPOSED MODIFICATIONS TO THE HERC PPA.

A. The proposed contract amendment extends the current PPA seven years (to December 31, 2024) consistent with HERC's extension rights under the current PPA. The pricing under the proposed amended PPA has been substantially simplified. Under the current PPA, NSP is obligated to make separate energy and capacity payments, and the formulae used to calculate the payments are complex.

Under the proposed amended PPA, pricing has been simplified to a single $/MWh payment for energy delivered, which is designed to compensate HERC for both energy and capacity. The simplified "all in" energy pricing structure benefits all parties including customers. It will provide assurance to customers that they are paying a reasonable price for delivered energy. Accordingly, if HERC is not delivering any energy to customers (due to operational challenges, for example), customers will be held harmless—a change from the existing framework.

The existing pricing for 2017 will be converted to an all-in $/MWh price of ***[TRADE SECRET BEGINS TRADE SECRET ENDS]*** retroactive to January 1, 2017 (subject to applicable regulatory approvals). The ***[TRADE SECRET BEGINS TRADE SECRET ENDS]*** price is based on current expectations of what the average $/MWh price will amount to at the end of the year per the current price structure. The current capacity payment of ***[TRADE SECRET BEGINS: TRADE SECRET ENDS]*** per the existing pricing structure allows HERC to get paid a significant amount of money (in excess of ***[TRADE SECRET BEGINS: TRADE SECRET ENDS]*** per year) regardless of actual MWh output at the facility. As a result, the Company wanted to immediately convert to the $/MWh structure to adopt a "pay for performance" approach in which HERC only gets paid for delivered energy.

Table 1 contains the pricing for the amended and extended HERC PPA starting in 2018.

Table 1: HERC PPA Pricing

Year	Existing PPA Price	Proposed 7 Year Extension Pricing
	[TRADE SECRET BEGINS	
2018		
2019		
2020		
2021		
2022		
2023		
2024		
	TRADE SECRET ENDS]	

Q. WHAT ARE THE SAVINGS THAT ARISE OUT OF THIS PROPOSED TRANSACTION?

A. Our analysis estimates that customers will save approximately $26.6 million NPV over the life of the PPA.

III. CONCLUSION

Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT TESTIMONY?

A. Yes, it does.

Greg P. Chamberlain
Regional Vice President
NSP

Greg P. Chamberlain is the Regional Vice President for Northern States Power Company – Minnesota. He is responsible for power generation and transmission asset management, including the negotiation and renegotiation of major contracts and implementation of the Company's power purchase agreements.

Chamberlain joined Xcel Energy in 2000 as Manager of Segment Marketing. Throughout his career with Xcel Energy, Chamberlain has held positions of increasing responsibility in the areas of power generation and transmission asset management. In September 2016 he was promoted to his current position.

Prior to joining Xcel Energy, Chamberlain was a Strategic Business Manager for Suez, an environmental services company. Before working for Suez, Chamberlain was a Market Manager for ECC International. And prior to ECC International, Chamberlain worked as an engineering, technical representative, and account manager for Hercules, Inc.

Chamberlain received his B.S. in chemical engineering from Purdue University and his Master of Business Administration degree from the University of Minnesota – Carlson School of Management.

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VERIFICATION

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

Greg P. Chamberlain, being first duly sworn on oath, deposes and says that he is the Regional Vice-President for Applicant Northern States Power Company, a Minnesota corporation, in the above-captioned matter, that the testimony and schedules submitted in the above-captioned matter under his name were prepared under his direction, that he knows the contents thereof, and that the same is true and correct to the best of his knowledge and belief.

Greg P. Chamberlain

Subscribed and sworn to before me on this 28th day of June, 2017.

PUBLIC DOCUMENT
TRADE SECRET DATA EXCISED

Notary Public
My Commission Expires: 1-31-2020