



2200 IDS Center
80 South 8th Street
Minneapolis MN 55402-2157
tel 612.977.8400
fax 612.977.8650

January 19, 2018

Zeviel T. Simpser
(612) 977-8865
zsimpser@briggs.com

VIA EMAIL AND FEDERAL EXPRESS

Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
Department 408
600 East Boulevard
Bismarck, ND 58505-0480

**Re: NSP Rebuttal Testimony
Case Nos. PU-17-270, PU-17-271, & PU-17-322
OAH File Nos. 20170431, 20170432, & 20170433**

Dear Mr. Nitschke:

Northern States Power Company, doing business as Xcel Energy, respectfully submits the one original and 10 copies of the Rebuttal Testimony in Support Settlement in the above-referenced Cases.

Please feel free to contact me with any questions or concerns. Thank you.

Sincerely,

BRIGGS AND MORGAN, P.A.

/s/ Zeviel T. Simpser

Zeviel T. Simpser

ZTS/ts

Enclosures

cc: ALJ Patrick Ward
Illona Jeffcoat-Sacco
Mitch Armstrong
Victor Schock
Jerry Lein
John Schuh

- 28 PU-17-322 Filed 01/19/2018 Pages: 15
Rebuttal Testimony in Support of Settlement
Northern States Power Company
Zeviel Simpser, Briggs & Morgan P.A.
- 34 PU-17-271 Filed 01/19/2018 Pages: 15
Rebuttal Testimony in Support of Settlement
Northern States Power Company
Zeviel Simpser, Briggs & Morgan P.A.
- 34 PU-17-270 Filed 01/19/2018 Pages: 15
Rebuttal Testimony in Support of Settlement
Northern States Power Company
Zeviel Simpser, Briggs & Morgan P.A.

REBUTTAL TESTIMONY
AAKASH H. CHANDARANA

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF NORTH DAKOTA**

NORTHERN STATES POWER COMPANY
ADVANCE PRUDENCE – BIOMASS PPAS
APPLICATION

CASE No. PU-17-270
OAH FILE No. 20170431

NORTHERN STATES POWER COMPANY
DEFERRED ACCOUNTING – BIOMASS PPAS
APPLICATION

CASE No. PU-17-271
OAH FILE No. 20170432

NORTHERN STATES POWER COMPANY
DEFERRED ACCOUNTING – LAURENTIAN PPA
TERMINATION APPLICATION

CASE No. PU-17-322
OAH FILE No. 20170433

Testimony in Support of Settlement

Exhibit __ (AHC-2)

January 19, 2018

TABLE OF CONTENTS

	Page
I. INTRODUCTION	1
II. UPDATE ON PROPOSED TRANSACTIONS.....	2
III. SUPPORT FOR SETTLEMENT.....	4
IV. CONCLUSION	6

1 **I. INTRODUCTION**

2

3 Q. PLEASE STATE YOUR NAME AND TITLE.

4 A. My name is Aakash H. Chandarana. I am the Regional Vice President for
5 Rates and Regulatory Affairs for Applicant, Northern States Power
6 Company (NSP or Xcel Energy or the Company).

7

8 Q. ARE YOU THE SAME AAKASH H. CHANDARANA WHO SUBMITTED PRE-FILED
9 DIRECT TESTIMONY IN THIS PROCEEDING?

10 A. Yes.

11

12 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

13 A. I first provide an update regarding the Company's proposed transactions to:
14 (1) terminate the power purchase agreement (PPA) with Benson Power
15 (Benson PPA), acquire the Benson facility, and subsequently close the facility
16 (Benson Transaction); (2) terminate the PPA with the Pine Bend facility
17 (Pine Bend PPA) early through a series of negotiated terms (Pine Bend
18 Transaction); (3) terminate the current PPA with the Laurentian Energy
19 Authority, LLC (Laurentian or LEA) (the Laurentian PPA or LEA PPA)
20 with a series of buyout payments (Laurentian Transaction); and (4) extend
21 the terms of the HERC PPA on more favorable terms (HERC Transaction
22 and collectively with the Benson Transaction, Pine Bend Transaction, and
23 Laurentian Transaction, the Proposed Transactions). I then discuss and
24 support the settlement agreement executed by the Company and Advocacy
25 Staff to resolve these Cases.

1 **II. UPDATE ON PROPOSED TRANSACTIONS**

2
3 Q. WHAT IS THE CURRENT STATUS OF THE BENSON TRANSACTION?

4 A. The Benson Transaction was approved by the Minnesota Public Utilities
5 Commission (MPUC) on November 30, 2017 in MPUC Docket No.
6 E002/M-17-530. No order has yet been issued and the MPUC order may be
7 subject to reconsideration. This MPUC action (assuming no
8 reconsideration) cleared one of the two regulatory approval conditions
9 precedent to closing of the Benson Transaction. The remaining regulatory
10 approval condition precedent to closing the Benson Transaction is approval
11 of the transaction by the Commission. The Company and City of Benson
12 are eager to timely close the Benson Transaction should the Commission
13 approve the Settlement Agreement in this proceeding.

14
15 Q. WHAT IS THE CURRENT STATUS OF THE LAURENTIAN TRANSACTION?

16 A. The Laurentian Transaction was approved by the MPUC on November 30,
17 2017 in MPUC Docket No. E002/M-17-551. No order has yet been issued
18 and the MPUC order may be subject to reconsideration. This MPUC action,
19 subject to reconsideration, cleared a regulatory approval condition precedent
20 to closing of the transaction. A remaining condition precedent to closing the
21 Laurentian Transaction is grant of an ADP by the Commission.

22
23 Q. WHAT IS THE CURRENT STATUS OF THE PINE BEND TRANSACTION?

24 A. The Pine Bend Transaction was approved by the MPUC on November 8,
25 2017 in MPUC Docket No. E002/M-17-531. No order has yet been issued
26 and the MPUC order may be subject to reconsideration. This MPUC action,

1 subject to reconsideration, has cleared a condition precedent to
2 implementation of the Pine Bend Transaction. The remaining condition
3 precedent is approval by the Commission.
4

5 Q. WHAT IS THE CURRENT STATUS OF THE HERC TRANSACTION?

6 A. The HERC Transaction was rejected by the MPUC on December 28, 2017
7 in MPUC Docket No. E002/M-17-532. A copy of the MPUC's Order is
8 attached to my Rebuttal Testimony as Schedule 1. HERC requested
9 reconsideration by MPUC of its order on January 17, 2018. Subject to the
10 MPUC's reconsideration of its order, the MPUC's failure to approve the
11 HERC Transaction causes the failure of a condition precedent to the
12 commencements of the HERC Transaction. In light of this, the Company
13 expects that, subject to the MPUC reconsideration, it could terminate the
14 HERC Transaction on its current terms at the appropriate time. Should the
15 MPUC reconsider its order, the Company will assess its options at that time.
16

17 As I discuss further below, given that the HERC Transaction could be
18 terminated due to the MPUC outcome, the Company and Staff believe that
19 further consideration of the HERC Transaction by the Commission would
20 not result in the efficient use of the Commission's resources. The
21 Company's Application for an ADP for the HERC transaction, therefore,
22 will be withdrawn upon the Commission's adoption of the Settlement
23 Agreement in this proceeding.
24

1 **III. SUPPORT FOR SETTLEMENT**

2
3 Q. HAVE THE COMPANY AND ADVOCACY STAFF ENTERED INTO A SETTLEMENT
4 IN THESE PROCEEDINGS?

5 A. Yes.

6
7 Q. PLEASE DESCRIBE THE SETTLEMENT AGREEMENT ENTERED INTO BY THE
8 COMPANY FOR THE SETTLEMENT OF THIS PROCEEDING.

9 A. The settlement agreement generally grants ADPs for the Benson, Pine Bend,
10 and Laurentian Transactions and disposes of the Company's request
11 regarding the HERC Transaction. The settlement agreement also provides
12 for the recovery of the costs of the Benson, Pine Bend, and Laurentian
13 Transactions.

14
15 Q. WHY DID THE COMPANY ENTER INTO A SETTLEMENT AGREEMENT?

16 A. There was general agreement between the Company and Advocacy Staff
17 regarding the prudence of the Pine Bend, Benson, and Laurentian
18 Transactions. Additionally, there was general agreement that those
19 transactions met the requirements for deferred accounting treatment. And,
20 with the MPUC's rejection of the HERC Transaction, any disagreement
21 between the Company and Staff regarding the prudence of the HERC
22 Transaction was moot. Aside from the disagreements regarding the HERC
23 Transaction, the main disagreements between the Company and Staff
24 regarding the Benson Transaction, Pine Bend Transaction, and Laurentian
25 Transaction were related minor items such as certain costs of the Benson
26 Transaction and the mechanics of cost recovery as well as the rate of return

1 to apply to the Benson deferral. For those items, the Company generally
2 agreed to Staff's position and the Company and Staff compromised on the
3 appropriate rate of return to apply to the regulatory asset created for the
4 Benson Transaction.

5
6 Q. DOES THE SETTLEMENT AGREEMENT RESULT IN A JUST AND REASONABLE
7 OUTCOME?

8 A. Yes.

9
10 Q. PLEASE EXPLAIN.

11 A. The Company recognizes the continued concern with the Company's
12 biomass portfolio in North Dakota. The settlement agreement provides a
13 beneficial outcome for our customers while holding the Company
14 accountable to its prior commitments. I note that the settlement agreement
15 reflects general agreement between the Company and Advocacy Staff on all
16 items except the applicable rate of return for the Benson Transaction.

17
18 With respect to the application of a rate of return for the Benson
19 Transaction, the final outcome reflects a middle ground compromise
20 between the Company's requested full return and Advocacy Staff's proposed
21 no return. We believe this is fair in light of past concerns regarding the
22 Benson PPA. By agreeing to this middle ground, we are hopeful that we can
23 obtain Commission approval of the settlement agreement which will clear
24 the remaining condition precedent for the Benson Transaction and that we
25 can quickly close the transaction thereafter.

26

IV. CONCLUSION

1

2

3 Q. DOES THIS CONCLUDE YOUR PRE-FILED REBUTTAL TESTIMONY?

4 A. Yes, it does.

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange
Dan Lipschultz
Matthew Schuerger
Katie J. Sieben
John A. Tuma

Chair
Commissioner
Commissioner
Commissioner
Commissioner

In the Matter of Xcel Energy’s Petition for
Approval of an Amendment to the Hennepin
Energy Recovery Center Power Purchase
Agreement

ISSUE DATE: December 28, 2017

DOCKET NO. E-002/M-17-532

ORDER REJECTING PROPOSED
AMENDMENT TO POWER
PURCHASE AGREEMENT

PROCEDURAL HISTORY

On June 30, 2017, Xcel Energy (Xcel or the Company) filed a petition for approval of an amendment extending its agreement with Hennepin County (the County) to purchase the electricity generated by the County’s waste-to-energy facility (the Hennepin Energy Recovery Center, or “HERC”).

On August 2, the Minnesota Department of Commerce (the Department) filed comments recommending that the Commission take no action on Xcel’s petition. It contended that the proposed price was too high and therefore recommended that Xcel pursue arbitration with the County to determine a fair market value.

On August 14, Xcel and the County filed reply comments. Both opposed referring the matter for arbitration, arguing that the price they had negotiated was reasonable and that arbitration could result in a higher price.

On September 11, the Department revised its position, recommending that the Commission approve the amendment with conditions.

The Commission also received comments from three members of the public: Alan Muller, Carol Overland, and Eureka Recycling. These commenters raised concerns about the cost of HERC’s power and the environmental consequences of burning solid waste to generate electricity.

On November 16, the matter came before the Commission.

FINDINGS AND CONCLUSIONS

I. Background

The Hennepin Energy Recovery Center is a waste-to-energy facility that generates steam and electricity by burning solid waste.

In 1986, Xcel entered into a power purchase agreement (PPA) whereby the Company agreed to purchase the electricity generated by HERC for a term of 28 years.¹ The PPA took effect in January 1990 and expires on December 31, 2017.

The PPA provides that “[i]f Seller decides to continue to operate the plant after the first 28 years, [Xcel] will purchase the electrical output . . . at its fair market value to [Xcel] at the time it is offered, for up to an additional seven years.”² And it requires that any unresolvable dispute between the parties concerning the PPA be settled through binding arbitration.

In January 2017, Xcel and the County began formally negotiating an extension of the HERC PPA. And in June, Xcel presented the Commission with a proposed amendment.³

The proposed amendment would extend the PPA by seven years and would also change how Xcel’s payments are calculated. Under the existing PPA, energy and capacity are priced separately according to formulas set forth in the agreement. Under the PPA as amended, Xcel would pay a single price per megawatt-hour (MWh) delivered for both energy and capacity (an arrangement known as “all-in pricing”).

II. Positions of the Parties

A. Xcel and the County

Xcel and the County maintained that the PPA amendment’s price was appropriate for several reasons.

Xcel acknowledged that the proposed price was “somewhat higher than current market estimates for energy and capacity.” However, it stressed that the overall cost of the HERC PPA over the next seven years would be lower under the proposed amendment than under the current, unamended agreement. Xcel disclosed that it expects the proposed PPA pricing to save

¹ *In the Matter of the Petition of Hennepin Energy Resource Company, Limited Partnership for an Order Resolving the Disputes Relating to the Purchase by Northern States Power Company of Energy and Capacity from the Operation of a Solid Waste Recovery Facility Located in Hennepin County, Minnesota*, Docket No. E-002/CI-86-176, Resource Recovery Electric Sale Agreement Between Northern States Power Company and County of Hennepin (July 11, 1986) (filed as “Other—Settlement Agreement”) [hereinafter “HERC PPA”].

² HERC PPA § 7.13.

³ Xcel’s June 30 petition, Attachment A [hereinafter “First Amendment to the HERC PPA”].

approximately \$27 million compared to the existing pricing methodology over the seven-year extension period.⁴

The County stressed HERC's importance to the community and the County's importance to Xcel as a major customer. And it asserted that HERC's location within the Minneapolis–Saint Paul metropolitan area—an area with high electricity demand—brings unique value by avoiding transmission losses and “add[ing] to grid reliability.”

Finally, both parties argued that the Commission's failure to approve the proposed amendment would force them into binding arbitration. They contended that an arbitrator might find that “fair market value” means something significantly higher than the price reflected in their current proposal.

B. The Department

The Department found that the PPA extension price was “far above the market value” based upon its review of historical and forecasted MISO market prices.⁵ And the Department argued that, contrary to the County's assertions, extending the life of HERC might actually *create* transmission costs.

Despite its misgivings, the Department concluded that, in light of the risk posed by arbitration, the proposed PPA amendment was reasonable with certain modifications related to the recovery of capacity costs.⁶

III. Commission Action

The Commission's review at this juncture is focused on whether the purchase price under the proposed PPA amendment reflects a reasonable approximation of the current fair market value of HERC's electrical output. The Commission finds that it does not. Therefore, and for the reasons explained below, the Commission will reject the proposed amendment.

The original PPA contemplates that if the agreement is extended, Xcel will purchase HERC's electrical output “at its fair market value to [Xcel] at the time it is offered.” But the Department's analysis demonstrated that the per-MWh price proposed in the amendment is substantially above forecasted MISO market prices.

Moreover, none of HERC's alleged unique characteristics provide a basis for charging Xcel's ratepayers substantially more than the market rate for electricity. As the Department points out,

⁴ Xcel deems both the per-MWh price under the proposed amendment and the amounts of its energy and capacity payments under the current PPA to be trade-secret information.

⁵ The Midcontinent Independent System Operator, Inc., or MISO, controls the Midwestern transmission system. MISO also operates an electricity market designed to value, and prioritize the dispatching of, generation resources on that system.

⁶ See Department's September 11, 2017 comments, at 6. The Commission does not address these modifications because of its conclusion, below, that the proposed price does not reasonably approximate the current fair market value of HERC's electrical output.

the location of a generator is factored into MISO's "locational marginal price," or LMP. The value that HERC brings to Xcel's system based upon its location is therefore reflected in the market data reviewed by the Department.

The parties urge the Commission to approve the PPA amendment because rejecting it would force them into binding arbitration, with unpredictable results. However, the Commission concludes that the risks associated with arbitration do not justify approving a price that is well above the market rate.

As a preliminary matter, the Commission does not agree that rejecting the amendment will inevitably force the parties into arbitration. While the Commission trusts that Xcel and the County negotiated thoroughly before agreeing to the proposed amendment, the amendment itself contemplates further negotiations if the Commission does not approve it. If the Commission's approval is not obtained, the parties must "endeavor to reach a new agreement" that addresses the reason for the Commission's decision.⁷ The Commission has clearly set forth the basis for its decision to appropriately inform further negotiations.

Xcel and the County suggest that arbitration could result in a determination that the fair market price is higher than they negotiated. But while such a determination might bind the parties, it would not bind the Commission. If arbitration becomes necessary, the Commission will retain both the authority and the duty to determine the reasonableness of the PPA price and ensure that ratepayers are protected.⁸

For all the foregoing reasons, the Commission will reject Xcel and the County's proposed amendment to the HERC PPA.

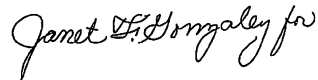
⁷ First Amendment to the HERC PPA, at 4.

⁸ See Minn. Stat. § 216B.03 (requiring that "[e]very rate made, demanded, or received by any public utility . . . shall be just and reasonable"); see also First Amendment to the HERC PPA, at 4 (providing that "[a]ny award that results from . . . arbitration shall also be subject to PUC Approval").

ORDER

1. The Commission hereby rejects the proposed First Amendment to the HERC PPA.
2. This order shall become effective immediately.

BY ORDER OF THE COMMISSION



Daniel P. Wolf
Executive Secretary



This document can be made available in alternative formats (e.g., large print or audio) by calling 651.296.0406 (voice). Persons with hearing loss or speech disabilities may call us through their preferred Telecommunications Relay Service or email consumer.puc@state.mn.us for assistance.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF NORTH DAKOTA**

NORTHERN STATES POWER COMPANY
ADVANCE PRUDENCE – BIOMASS PPAs
APPLICATION

CASE No. PU-17-270
OAH FILE No. 20170431

NORTHERN STATES POWER COMPANY
DEFERRED ACCOUNTING – BIOMASS PPAs
APPLICATION

CASE No. PU-17-271
OAH FILE No. 20170432

NORTHERN STATES POWER COMPANY
DEFERRED ACCOUNTING – LAURENTIAN PPA
TERMINATION APPLICATION

CASE No. PU-17-322
OAH FILE No. 20170433

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN

Aakash H. Chandarana, being first duly sworn on oath, deposes and says that he is the Regional Vice President, Rates and Regulatory Affairs, for Northern States Power – Minnesota, Applicant in the above captioned matter, that he has read the Rebuttal Testimony submitted in the above captioned Cases under his name, that it was 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.



Aakash H. Chandarana

Subscribed and sworn to before me this 19th day of January 2018.

Notary Public 
My Commission Expires: 1-31-2020

