

DIRECT TESTIMONY
BRIA E. SHEA

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

NORTHERN STATES POWER COMPANY
ADVANCE PRUDENCE – ACQUISITION OF
THE 375 MW MANKATO ENERGY
CENTER AND THE 345 MW MANKATO
ENERGY CENTER II

CASE NO. PU-18-____

Policy Testimony

Exhibit ____ (BES-1)

December 7, 2018

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1 **I. INTRODUCTION AND QUALIFICATIONS**

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- Q. PLEASE STATE YOUR NAME AND TITLE.
- A. My name is Bria Shea. I am the Director, Regulatory and Strategic Analysis, for Northern States Power Company – Minnesota (NSP or Xcel Energy or the Company).
- Q. PLEASE DESCRIBE YOUR QUALIFICATIONS AND EXPERIENCE.
- A. I have worked for Xcel Energy since 2009, in the regulatory and resource planning areas, and have been in my current role since February of 2017. I currently oversee the Company’s regulatory strategy for resource planning and resource acquisitions for the NSP System. This includes the development, preparation, and regulatory support of the Company’s resource plans and resource acquisition filings in Minnesota, North Dakota, and South Dakota, as well as assisting the Company in making reasonable and prudent acquisition decisions for electric generation resources. I am also responsible for the regulatory strategy and filings for grid modernization and distribution planning, as well as working with stakeholders in the Upper Midwest.
- Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?
- A. The purpose of my testimony is to provide support for the Company’s request for an Advance Determination of Prudence (ADP) for its acquisition of the 375 MW Mankato Energy Center (MEC I) and the 345 MW Mankato Energy Center II (MEC II) (collectively, the MEC Facility). In my testimony, I detail the transaction and discuss the policy issues related to the matter and the prudence of the Company’s request, supporting the ADP Application (Application).

1

2 Q. HOW IS YOUR TESTIMONY STRUCTURED?

3 A. My testimony covers the following topics:

- 4 1. Description and Purpose of the Acquisition;
- 5 2. Regulatory Matters;
- 6 3. Prudence of the Acquisition; and
- 7 4. Presentation of Witnesses

8

9 **II. DESCRIPTION AND PURPOSE OF THE ACQUISITION**

10

11 **A. BACKGROUND**

12 Q. WHAT IS THE ACQUISITION THE COMPANY PROPOSES IN THE APPLICATION?

13 A. In August of this year, Xcel Energy learned that Southern Power Company
14 (Southern Power) was planning to sell MEC I and MEC II. Since these units
15 were already committed to the NSP System via power purchase agreements
16 (PPAs),¹ the Company evaluated the potential costs and benefits of taking
17 ownership of the plant relative to the current PPA arrangements (which would
18 continue if a third-party purchased the plant). That analysis demonstrated that
19 taking ownership over the facility was likely to produce benefits for the
20 Company's customers over the life of the plant in lieu of continuing with the
21 existing PPAs.

22

23 Xcel Energy therefore entered into negotiations with Southern Power to
24 acquire the limited liability companies (LLCs) that owned MEC I and MEC II,

¹ MEC I has been providing capacity and energy to the NSP System under a 20-year PPA since 2006 and MEC II is committed to the Company under a second 20-year PPA that will take effect in June 2019.

1 which ultimately resulted in the execution of a Membership Interest Purchase
2 Agreement (MIPA) for the purchase of the MEC Facility.

3
4 Q. PLEASE DESCRIBE THE MEC PLANT ITSELF.

5 A. The Mankato Energy Center is located on approximately 25 acres of property
6 in the city of Mankato in Blue Earth County, Minnesota. The existing MEC I
7 is a 375 MW one-on-one combined cycle (CC) natural gas facility that was
8 completed in 2006 by Calpine Corporation. Since that time, it has operated
9 under a 20-year PPA with Xcel Energy to supply capacity and energy to the
10 NSP System. An oversized steam turbine was inherent in the original design of
11 MEC I to allow for efficient reconfiguration of the facility into a two-on-one
12 CC facility via the addition of a single combustion turbine and steam generator.

13
14 MEC II expands the existing MEC I facility by 345 MW via the addition of a
15 new combustion turbine and steam generator that is scheduled to reach
16 commercial operation by June of 2019. The capacity and energy from the
17 MEC II expansion project is committed to Xcel Energy under a second 20-year
18 PPA commencing at the planned in-service date in June 2019. Before starting
19 construction of MEC II, Calpine Corporation sold the MEC I facility and
20 MEC II expansion rights to Southern Power in late 2016.

21
22 Q. PLEASE DESCRIBE THE EXISTING MEC I PPA.

23 A. The Company entered into a PPA with Mankato Energy Center, LLC on
24 March 11, 2004, with a term scheduled to expire 20 years following the start of
25 commercial operations, but no later than July 31, 2026. MEC I agreed to
26 provide 375 MW of generation under the MEC I PPA. The PPA further

1 directs the Company to make monthly payments for capacity, dispatchability,
2 energy, and turbine starts.

3
4 Q. PLEASE DESCRIBE THE EXISTING MEC II PPA.

5 A. The Company entered into a second PPA with MEC II on April 28, 2015, with
6 a term expiring 20 years after commercial operations begin; expected to be in
7 2019. MEC II agreed to provide 345 MW of net generating capability under
8 the MEC II PPA. The PPA further requires the Company to make monthly
9 payments for capacity, dispatchability, energy, and turbine starts. Unlike the
10 MEC I PPA, the MEC II PPA does not include a commitment by the
11 Company to dispatch a certain percent of the facility's base capacity.
12 Commercial operation under the MEC II PPA is scheduled to begin on June 1,
13 2019.

14
15 **B. TRANSFER OF OWNERSHIP AGREEMENT**

16 Q. PLEASE DESCRIBE THE TRANSACTION BY WHICH XCEL ENERGY PLANS TO
17 PURCHASE THE MEC FACILITY.

18 A. The Company is proposing to acquire from Southern Power Mankato Energy
19 Center, LLC, which owns MEC I, and Mankato Energy Center II, LLC, which
20 owns MEC II. The capacity and energy from MEC I and MEC II are currently
21 committed to Xcel Energy under two separate 20-year PPAs. The proposed
22 transaction will allow Xcel Energy to acquire the two MEC LLCs, merge the
23 LLCs into Northern States Power Company, and, thereafter, Xcel Energy will
24 own and operate both MEC I and MEC II.

25

1 Q. WHAT IS THE TOTAL COST OF THE ACQUISITION?

2 A. The total purchase price for this transaction is \$650,000,000. The parties agree
3 that the completion and achievement of commercial operation by MEC II is
4 critical to moving forward with the transaction. As a result, the parties have
5 agreed that Xcel Energy will, subject to certain conditions, **[TRADE**
6 **SECRET BEGINS...**

7
8 **...TRADE SECRET ENDS].** I

9 discuss additional risk mitigation components of the transaction later in my
10 testimony. Mr. Martin discusses the purchase price components in more detail.

11

12 **III. REGULATORY MATTERS**

13

14 Q. WHAT IS THE PURPOSE OF THIS SECTION OF YOUR TESTIMONY?

15 A. In this Section, I discuss the applicable standard of review for an ADP for a
16 resource acquisition, address past regulatory proceedings before this
17 Commission related to the MEC Facility, and explain how this transaction
18 differs from the prior MEC ADP application.

19

20 **A. STANDARD OF REVIEW**

21 Q. PLEASE DESCRIBE THE COMPANY'S REQUIREMENTS WITH RESPECT TO THIS
22 ADP.

23 A. North Dakota Century Code section 49-05-16 allows a public utility to seek an
24 ADP from the Commission at the utility's discretion. However, pursuant to
25 the Settlement Agreement in Case No. PU-07-776, the Company is obligated to
26 file an Application for an ADP for its acquisition of generating resources above

1 50 MW.² Xcel Energy has committed to filing its ADP applications within
2 fourteen days of seeking similar approvals in Minnesota.³

3
4 Q. IS THE COMPANY MEETING NORTH DAKOTA FILING REQUIREMENTS WITH THIS
5 APPLICATION AND SUPPORTING TESTIMONY?

6 A. Yes. This Application complies with the requirements of N.D.C.C. § 49-05-16
7 and the Settlement Agreement in Case No. PU-07-776. Additionally, the
8 Company is submitting the Application within fourteen days of filing an
9 application seeking approval for the MEC I and MEC II transactions in
10 Minnesota, which occurred on November 27, 2018. Finally, the Application
11 and supporting testimony demonstrate the prudence of the MEC Facility
12 acquisition.

13
14 **B. RELATED REGULATORY PROCEEDINGS**

15 Q. WHAT IS THE CURRENT REGULATORY TREATMENT OF THE MEC I AND MEC II
16 PPAS IN NORTH DAKOTA?

17 A. For MEC I, costs associated with the PPA have been included in base rates and
18 recovered through the Fuel Cost Rider in North Dakota for several years.

19
20 For MEC II, Xcel Energy filed an application with the Commission on
21 February 13, 2015, seeking an ADP for the 345 MW of capacity and associated
22 energy from MEC II to be added to the NSP System through a 20-year PPA
23 with Mankato Energy Center, LLC, an affiliate of Calpine Corporation.⁴ The

² *N. States Power Co. Elec. Rate Increase Application*, Case No. PU-07-776, ORDER ADOPTING SETTLEMENT AGREEMENT at 6 of attached Settlement Agreement (Dec. 31, 2008).

³ *N. States Power Co. Advance Prudence – Geronimo Wind Application*, Case No. PU-12-59, LETTER OF COMMITMENT (Nov. 5, 2012).

⁴ *N. States Power Co. Advance Prudence – 345 MW Mankato Energy Center Application*, Case No. PU-15-96, APPLICATION FOR ADVANCE DETERMINATION OF PRUDENCE (Feb. 13, 2015).

1 Commission issued its Findings of Fact, Conclusions of Law and Order on
2 March 23, 2016, dismissing the Company’s ADP application without prejudice.
3 In its Order, the Commission reasoned that it was “premature for the
4 Commission to base an advance determination of prudence” on evidence that
5 there was no need for the MEC II project until at least 2023, and that
6 “[a]pproval of this project now would require customers to pay for unneeded
7 capacity for a significant portion of the 20-year contract term.”⁵
8

9 Q. DOES THE OWNERSHIP OF THE MEC FACILITY CREATE DIFFERENT
10 CIRCUMSTANCES SUPPORTING AN ADP FOR THE ACQUISITION, AS COMPARED
11 TO THE CIRCUMSTANCES SURROUNDING THE MEC II PPA?

12 A. Yes. The Company’s request in this Application is based on a different
13 acquisition structure and factual circumstances. Under the ownership structure,
14 the Company will have both MEC I and II on the system for a substantially
15 longer period of time – through 2046 for MEC I and through 2054 for MEC II
16 – as compared to the PPAs expiring in approximately 2026 and 2039
17 respectively. This means customers will receive the benefits of the facility for
18 many more years, thereby allowing it to meet capacity needs in 2026 when the
19 MEC I PPA expires as well as capacity needs in 2025 when other PPAs on the
20 NSP System expire (as described further in the Direct Testimony of Mr. P.J.
21 Martin). Taking this opportunity now is prudent and is a different value
22 proposition than when the MEC II PPA was presented to the Commission in
23 2015.
24

⁵ *N. States Power Co. Advance Prudence – 345 MW Mankato Energy Center Application*, Case No. PU-15-96, FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER at 4 (Mar. 23, 2016).

1 Q. HOW ARE THE MEC I AND MEC II TRANSACTIONS CONSISTENT WITH THE
2 COMMISSION'S APPROACH TO RESOURCE PLANNING?

3 A. The Commission has historically stated that its primary considerations in
4 assessing the prudence of resource additions are that the addition should be
5 needed and least cost. Company witness Mr. Martin explains the resource
6 planning analysis showing that the purchase of the MEC Facility is prudent and
7 least cost compared to not purchasing the facility.

8
9 Further, as I describe in more detail in the next section of my testimony,
10 (1) MEC ownership allows the Company to operate the facility longer into the
11 future given the PPA expiration dates, such that the needs of and benefits to
12 customers are greater; (2) given the increasing renewable energy penetration in
13 the region, natural gas is increasingly important as a low-cost, dispatchable
14 resource to ensure reliable service to customers; and (3) Company-owned
15 resources reduce the risk of more costly market purchases in the future.

16
17 Q. HOW IS THE PROPOSED TRANSFER OF OWNERSHIP IMPLICATED IN THE
18 COMPANY'S RESOURCE TREATMENT FRAMEWORK (RTF) PROCEEDING?

19 A. The objective of the RTF effort has been to find a way for the Company to
20 plan and operate its integrated system in a manner that optimally addresses the
21 specific energy policies and preferences of each state in which the Company
22 operates. Given that, the Company believes that should the Commission not
23 find the purchase of the MEC Facility prudent, such that the costs of the MEC
24 Facility cannot be recovered from North Dakota customers, then no portion of
25 the energy and capacity from the facility should be assigned to serve the North
26 Dakota jurisdiction.

27

1 As discussed in the most recent RTF proceedings, the Company intends to file
2 a North Dakota Resource Planning Process proposal in December 2018 and
3 looks forward to engaging in discussions with the Commission and Staff
4 regarding the RTF and how a more formalized North Dakota resource
5 planning process can help achieve the RTF objectives.

6
7 **IV. PRUDENCE OF THE ACQUISITION**
8

9 Q. WHAT IS THE PURPOSE OF THIS SECTION OF YOUR TESTIMONY?

10 A. In this section of my testimony, I will summarize the overall cost benefits
11 described in Mr. Martin's Direct Testimony; discuss the Company's work to
12 mitigate transaction risks, which are inherent in any acquisition; and address the
13 additional benefits of the transaction.

14
15 Q. IS THE PROPOSED PURCHASE PRUDENT?

16 A. Yes. The MEC I and MEC II acquisition will provide benefits to our
17 customers by driving down overall system costs over the life of the MEC
18 Facility. Company witness Mr. Martin explains the resource planning analysis
19 showing that the purchase of the MEC Facility is prudent compared to relevant
20 alternatives. Additionally, (1) MEC ownership allows the Company to operate
21 the facility longer into the future given the PPA expiration dates, such that the
22 need for the facility and benefits to customers are greater; (2) given the
23 increasing renewable energy penetration in the region, natural gas is increasingly
24 important as a low-cost, dispatchable resource to ensure reliable service to
25 customers; and (3) Company-owned resources reduce the risk of more costly
26 market purchases in the future.

27

1 **A. COST SAVINGS**

2 Q. CAN YOU SUMMARIZE THE SYSTEM COST SAVINGS EXPECTED FROM THE
3 ACQUISITION OF MEC I AND MEC II?

4 A. Yes. The results of the Company’s Strategist analysis indicate that the transfer
5 of ownership proposal results in net savings for our customers under all
6 sensitivity tests conducted, within a range of \$66 million to \$142 million on a
7 present value of revenue requirement (PVRR) basis, consistent with the “least
8 cost” requirement of the Commission’s planning paradigm. Significant benefits
9 are due to the offset of the costs under the existing PPAs as well as the benefits
10 of utilizing the MEC Facility beyond its current PPA term.

11

12 **B. RISK MITIGATION**

13 Q. HAS THE COMPANY IDENTIFIED ANY RISKS ASSOCIATED WITH THE
14 TRANSACTIONS?

15 A. Yes. As we explored a potential transaction with Southern Power, we foresaw
16 several risks related to the acquisition of the MEC Facility.

17

18 Q. WHAT AREAS OF RISK HAS THE COMPANY IDENTIFIED?

19 A. The primary areas of risk we have identified are: (1) the achievement of
20 commercial operation for MEC II; (2) risks associated with taking ownership of
21 a large asset, like the MEC Facility; and (3) costs associated with the MEC I
22 and MEC II combustion turbines.

23

24 Q. HOW HAS THE COMPANY MITIGATED RISKS ASSOCIATED WITH THE
25 COMMERCIAL OPERATION DATE OF MEC II?

26 A. Although MEC II has largely been constructed and is just six months away
27 from its anticipated commercial operation date, we still view the achievement

1 of commercial operation as a risk associated with the transaction. The MIPA,
2 however, provides that Xcel Energy will, subject to certain conditions,
3 **[TRADE SECRET BEGINS . . .**

4
5
6
7
8 . . . **TRADE SECRET ENDS]**. Customers are also
9 protected via the MEC II PPA which has additional damages associated with
10 failure to achieve commercial operation by June 1, 2019. We believe these
11 contractual provisions adequately protect the Company and our customers
12 from the risk that MEC II does not reach commercial operation by the
13 contemplated date of June 2019.

14
15 Q. HOW HAS THE COMPANY MITIGATED RISKS ASSOCIATED WITH TAKING
16 OWNERSHIP OVER AN ASSET AS LARGE AND SIGNIFICANT AS THE MEC
17 FACILITY?

18 A. We conducted a thorough operational due diligence of the MEC Facility in
19 considering this acquisition. A team of approximately 35 individual subject
20 matter experts representing functional areas of Energy Supply, Operations,
21 Environmental, Permitting, Real Estate, Insurance, Tax, Human Resources,
22 Transmission, Information Technology, Security, Legal, and Regulatory were
23 involved as part of the review. These due diligence efforts included an
24 extensive review of the following topics and documents provided by Southern
25 Power:

26

- 1 • MEC Organizational Documents;
- 2 • Financial Information;
- 3 • Governmental and Regulatory Information;
- 4 • Environmental Documents;
- 5 • Operational Matters;
- 6 • Risk management;
- 7 • Real Estate Holdings and Information;
- 8 • Employee Matters; and
- 9 • Other Material Contracts.

10

11 As a result of these wide-scale due diligence efforts, we were able to conclude
12 that we adequately identified and mitigated within our agreement all known or
13 potential risks associated with the transaction and that our acquisition of the
14 plant was prudent and in the best interest of our customers.

15

16 Q. HOW DID THE COMPANY ADDRESS RISKS ASSOCIATED WITH THE MEC I AND
17 MEC II COMBUSTION TURBINES?

18 A. Each of the combustion turbines for MEC I and MEC II are covered by long-
19 term parts and service agreements (LTPA) with Siemens. The LTPA offers
20 significant long-term benefits to the reliable operation of the facility by
21 providing a comprehensive warranty on major equipment for each combustion
22 turbine for 35 years (expires 2051), with Siemens providing parts and service
23 during the term of that contract. Associated with the LTPA is a 10-year
24 extended (prorated) warranty for each combustion turbine generator. Siemens
25 will also have a resident manager on site at the MEC Facility through 2021.
26 The cost of the LTPA has been included in the economic evaluation of our

1 acquisition with risk mitigation value derived from the additional combustion
2 turbine and generator warranties, original equipment manager bulletin
3 implementation, technical support, and remove performance monitoring.
4

5 Q. OVERALL, HAS THE COMPANY TAKEN THE APPROPRIATE STEPS TO MITIGATE
6 TRANSACTION RISK?

7 A. Yes. It is never possible to mitigate all risk, but the steps and provisions set
8 forth above reasonably mitigate transaction and acquisition risk.
9

10 **C. BENEFITS OF OWNERSHIP**

11 Q. ASIDE FROM REDUCED COSTS TO CUSTOMERS, HAS THE COMPANY IDENTIFIED
12 ANY ADDITIONAL BENEFITS RESULTING FROM THE TRANSFER OF OWNERSHIP
13 PROPOSAL?

14 A. Yes. In addition to the reduction of costs to customers over the life of the
15 plant as compared to the PPAs, the other benefits enabled by this proposal
16 include the support it offers for renewable integration, transmission
17 interconnection rights, risk mitigation from expiring PPAs, preservation of
18 flexibility in regards to other resources, and overall system benefits. I discuss
19 each of these benefits in more detail below.
20

21 Q. HOW DOES THE PROPOSED TRANSACTION PROVIDE RENEWABLE INTEGRATION
22 SUPPORT?

23 A. Natural gas generation resources have become increasingly important as greater
24 renewable resources are added to the NSP System and the MISO footprint.
25 Securing Company ownership of the MEC Facility will provide increased
26 planning flexibility as these renewables are added. As such, this ownership
27 proposal is also consistent with the Company's stated goal to dramatically

1 reduce its carbon emissions. Greater control over the MEC Facility for a
2 longer future timeframe will provide stability and renewable integration support
3 that benefits all NSP customers
4

5 Q. PLEASE EXPLAIN HOW TRANSMISSION INTERCONNECTION RIGHTS ARE A
6 BENEFIT OF THE PROPOSED TRANSACTION.

7 A. As other facilities face potential retirement or leave the system due to PPA
8 expiration in the coming years, the Company will have a need for replacement
9 capacity and energy. The Company is not confident that a greenfield CC is a
10 viable option given both the state of the current MISO queue and the cost of
11 the potential upgrades. But even if it was, an analysis conducted by Excel
12 Engineering shows the minimum interconnection cost estimate at
13 approximately \$263 million, making existing generation and interconnection
14 rights extremely valuable. Because the MEC Facility already has secured
15 transmission rights, it will not require any such upgrades or expenditures.
16

17 Q. PLEASE DESCRIBE HOW THE PROPOSED TRANSACTION MITIGATES RISKS.

18 A. In addition to the contractual risk discussion above, Company ownership
19 mitigates market and pricing risk associated with the termination of the MEC I
20 PPA in 2026. Expiration of the MEC I PPA causes a capacity need on the
21 NSP System based on current forecasts, and having to replace the MEC I PPA
22 would expose the Company and customers to market risk in having to procure
23 sufficient resources to meet this need. The PPA conversion provides
24 additional firm, flexible generation on the NSP System beyond the current
25 terms of the PPAs, which will allow customers to benefit from an attractively-
26 priced CC resource. Absent ownership, customers would potentially pay a

1 higher price for replacement energy and capacity upon the expiration of the
2 PPA.

3
4 Q. HOW DOES THE PROPOSED TRANSACTION PRESERVE THE FLEXIBILITY OF THE
5 OVERALL SYSTEM?

6 A. This transfer of ownership proposal will serve to retain and slightly increase
7 natural gas generation levels on the Company's system, providing overall
8 flexibility and diversity with other resources on the system. Further, Southern
9 Power intends to sell this generating plant that is in the MISO territory to
10 someone and, ultimately, the plant will be used and Xcel Energy will be the
11 offtaker, at least for the near-term. Both customers and the Company will
12 benefit from ownership which provides significant flexibility for options out
13 into the future as the Company's fleet ages.

14
15 Q. ARE THERE ADDITIONAL POTENTIAL SYSTEM BENEFITS STEMMING FROM THIS
16 TRANSACTION?

17 A. Yes. Another potential benefit of owning these generating units rather than
18 contracting for them through a PPA is their potential to be used for black start
19 of the system.⁶ The Company's Inver Hills Generating Plant is currently used
20 for black start of the system. However, Inver Hills is scheduled to retire in the
21 late 2020s and the MEC Facility could potentially provide black start

⁶ Black start is the process of restoring a power station to operation without relying on the external transmission network. Normally, the electric power used within the plant is provided from the station's own generators. However, if all of the plant's main generators are shut down, station service power is provided by drawing power from the grid through the plant's transmission line. But during a wide-area outage, off-site power supply from the grid will not be available. In the absence of grid power, a so-called black start needs to be performed to bootstrap the power grid into operation. Black start plans are required by the North American Electric Reliability Corporation, and the Company's plan is subject to review and approval by MISO. The NSP System takes the lead in restoring the majority of the Minnesota/North Dakota/South Dakota bulk electric system in a black start event, with our neighboring utilities relying on us to have the larger units to stabilize the grid.

1 capabilities. While this could be a valuable benefit, the Company has not yet
2 studied its potential due to our lack of ownership.

3
4 Q. BASED ON THE COMPANY'S ANALYSIS AND THE BENEFITS OF THE
5 TRANSACTION, IS THE TRANSFER OF OWNERSHIP PROPOSAL PRUDENT?

6 A. Yes. The Company believes that it is prudent, reasonable, and in customers'
7 best interests for the Commission to grant an ADP for this transfer of
8 ownership proposal.

9
10 **V. PRESENTATION OF WITNESSES**

11
12 Q. WHO ARE THE WITNESSES FOR THE COMPANY IN THIS PROCEEDING?

13 A. In addition to my Policy Testimony, the Company sponsors the following
14 witness:

- 15
16 • Philip Joseph "P.J." Martin details the components and prudence of the
17 purchase price of the MEC Facility and the economic analysis
18 supporting the transfer of ownership proposal.

19
20 **VI. CONCLUSION**

21
22 Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT TESTIMONY?

23 A. Yes, it does.

