Rebuttal Testimony and Schedules
Allen D. Krug

STATE OF NORTH DAKOTA
BEFORE THE
NORTH DAKOTA PUBLIC SERVICE COMMISSION

In the Matter of the Application of Northern States Power Company
for an Advance Determination of Prudence
Heartland Divide Wind II

Case No. PU-20-433
OAH FILE NO. 20200421

Exhibit___(ADK-1)

Policy

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Prefiled Rebuttal Testimony of Allen D. Krug
Northern States Power Company
Zeviel Simpser - Dorsy & Whitney LLP

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I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND TITLE.

A. My name is Al Krug. I am Senior Vice President, State Regulatory Policy for Northern States Power Company – Minnesota (NSP or Xcel Energy or the Company).

Q. DID YOU SUBMIT PRE-FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. No. My colleague Mr. Christopher J. Shaw submitted Direct Policy Testimony on behalf of the Company in this proceeding. I am taking his place as the Company's Policy witness for the remainder of this Case.

Q. PLEASE DESCRIBE YOUR QUALIFICATIONS AND EXPERIENCE.

A. I have worked for Xcel Energy since 1998, initially as a Manager of Renewable Energy and Energy Contract Coordinator. I then served as a Regulatory Consultant for a number of years before becoming Regional Vice President, Regulatory Administration in 2008. I began my current position in 2013. Prior to joining the Company, I worked for over a decade at the Minnesota Department of Commerce, first as a Statistical Analyst and later as a Supervisor in the Electric Regulatory Unit. My statement of qualifications is provided as Exhibit___(ADK-1), Schedule 1.

Q. WHAT ARE YOUR CURRENT RESPONSIBILITIES?

A. In my current role, I develop regulatory strategy for NSP across North Dakota, South Dakota, and Minnesota.

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

A. The purpose of my Rebuttal Testimony is to respond to the Direct Testimony of Commission Advocacy Staff Witness Mr. James A. Heidell filed in this Case and to address a number of the policy issues discussed in Mr. Heidell's testimony regarding the Company's request for an Advance Determination of Prudence (ADP) for the proposed Power Purchase Agreement (PPA) between the Company and Heartland Divide II Wind, LLC, to acquire 200 MW of wind energy generation (Heartland Divide II PPA).

Q. HOW IS YOUR TESTIMONY STRUCTURED?

A. My testimony is organized as follows:

- Section II provides an overview of Mr. Heidell's testimony and the Company's response to Mr. Heidell's recommended conditions;
- Section III discusses the Renewable*Connect program and how the additional 50 MW of the Heartland Divide II PPA will be treated for ratemaking purposes;
- Section IV discusses the prudence of the Heartland Divide II PPA in light of Mr. Heidell's testimony;
- Section V introduces the Company's other Rebuttal witness; and
- Section VI sets forth my conclusions.

II. OVERVIEW OF MR. HEIDELL'S TESTIMONY

Q. PLEASE BRIEFLY SUMMARIZE MR. HEIDELL'S DIRECT TESTIMONY AND RECOMMENDATIONS.

A. Mr. Heidell's testimony provides his assessment of the impacts on North Dakota customers of the proposed Heartland Divide II PPA, which the Company executed to support our Retail Electric Service Agreement with Honeycrisp LLC (an affiliate of Google LLC) for a planned data center in Becker, Minnesota (Honeycrisp LLC ESA).

Mr. Heidell does not specifically recommend that the Commission approve or reject the ADP, but he does recognize several facts which weigh in favor of granting the ADP. For example, Mr. Heidell concludes that the Company reasonably concluded that the Heartland Divide II PPA will lower power costs to our North Dakota Customers. If the Commission does approve the ADP, however, Mr. Heidell recommends several conditions.

Q. WHAT CONDITIONS DOES MR. HEIDELL RECOMMEND IF THE COMMISSION APPROVES THE ADP?

A. If the Commission approves the ADP, Mr. Heidell recommends the Commission include the following conditions:

1. Mr. Heidell recommends the Commission limit total costs of the Heartland Divide II PPA to the costs identified by the Company in its Application;
2. Mr. Heidell recommends that North Dakota customers receive financial compensation for their share of the Renewable Energy Credits (RECs) associated with the project;

3. Mr. Heidell recommends that North Dakota customers be held harmless for any RECs that the Company may have to purchase to satisfy its commitments under the Honeycrisp LLC ESA (Cover RECs); and

4. Mr. Heidell recommends the Company be required to treat the full 200 MW of the Heartland Divide II PPA as a system resource.

Q. WHAT IS THE COMPANY'S RESPONSE TO MR. HEIDELL'S RECOMMENDATION THAT THE TOTAL COSTS OF THE PPA BE LIMITED TO THE COSTS IDENTIFIED BY THE COMPANY IN THE APPLICATION?

A. The Company believes this recommended condition is unnecessary, because (1) we do not expect any contract modifications that would materially change the costs borne by North Dakota customers, and (2) if such a modification occurred, the Company would seek additional Commission review.

Q. WHAT IS THE COMPANY'S RESPONSE TO MR. HEIDELL'S RECOMMENDED CONDITION THAT NORTH DAKOTA CUSTOMERS BE COMPENSATED FOR THEIR SHARE OF THE RECS?

A. As stated by the Company in testimony in the Dakota Range III ADP proceeding (Case No. PU-18-430), the Company respectfully disagrees with this recommendation as it is inconsistent with the purpose of acquiring the Heartland Divide II PPA. As acknowledged by Mr. Heidell in his testimony, the Company is procuring the Heartland Divide II PPA to support the Honeycrisp LLC ESA, which requires the Company to retire an amount of RECs coincident with the load of the planned data center. North Dakota customers are receiving the benefit of low-priced wind energy from the Project which will reduce overall system costs, but the Company should be able to dedicate all of the RECs to the Honeycrisp LLC ESA since this resource was procured in part to meet our initial clean energy needs under the agreement. If the Honeycrisp load does not materialize and the Honeycrisp LLC ESA is terminated, the Company will allocate the Heartland Divide II RECs to all NSP System customers consistent with traditional cost causation principles as discussed in Mr. Shaw's Direct Testimony.

Notwithstanding the Company's concerns, we recognize that a similar condition was imposed by the Commission in its Order approving the ADP for Dakota Range III.

Q. WHAT IS THE COMPANY'S RESPONSE TO MR. HEIDELL'S RECOMMENDATION THAT NORTH DAKOTA CUSTOMERS BE HELD HARMLESS FOR ANY COVER RECS?

A. Mr. Heidell recommended a similar condition in the Dakota Range III ADP (Case No. PU-18-430), and the Company continues to believe that this condition is unnecessary. Because the data center load benefits all NSP System customers, all customers should pay their share of the costs of bringing the load online. Additionally, the Company is permitted under the Honeycrisp LLC ESA to use existing RECs already in the Company's possession as Cover RECs, thus the incremental cost of any Cover RECs that may be needed is likely to be zero.

That said, the Company recognizes that the Commission approved a similar condition in its Order approving the Dakota Range III ADP.

Q. WHAT IS THE COMPANY'S RESPONSE TO MR. HEIDELL'S RECOMMENDATION THAT THE COMPANY BE REQUIRED TO TREAT THE FULL 200 MW OF THE HEARTLAND DIVIDE II PPA AS A SYSTEM RESOURCE?

A. The Company disagrees with this proposed condition as it is the product of a misunderstanding of how the Company will treat the 50 MW of the Heartland Divide II PPA that will be dedicated to the Renewable*Connect program in Minnesota. Mr. Heidell assumes that, for the 50 MW of the PPA that is excluded from the ADP, the Company will substitute the average system cost of fuel and purchased power in its recovery through the Fuel Clause Rider (FCR). This is incorrect. As described further in Section III below, the resources that serve the Renewable*Connect program, and its predecessor Windsource, are excluded from the FCR in North Dakota. Thus, there is no cost impact to North Dakota for these resources, including the 50 MW of the Heartland Divide II PPA that is dedicated to Renewable*Connect.

The Company therefore disagrees with Mr. Heidell's recommendation that the entire 200 MW of the Heartland Divide II PPA be considered a system resource because the cost of these resources will be allocated to the Renewable*Connect program and no costs of these projects are expected to be recovered from North Dakota customers, in the FCR or otherwise.

Q. WHAT OTHER CONCERNS DOES MR. HEIDELL RAISE IN HIS TESTIMONY?

A. Mr. Heidell expresses concern regarding the Heartland Divide II resource being located the Midcontinent Independent System Operator's (MISO) Local Resource Zone 3, and the potential basis risks this may create. As discussed further in the rebuttal testimony of Company Witness Ms. Farah Mandich, this concern is unfounded. The Heartland Divide II project location does not present any additional pricing risk beyond that of other wind projects in our portfolio. In fact, Heartland Divide II would be one of several projects in MISO Zone 3 for which the Company is obtaining cost recovery in North Dakota. I also note that the Company has a small amount of load in MISO Zone 3 as well.

III. RENEWABLE*CONNECT AND TREATMENT OF THE ADDITIONAL 50 MW OF HEARTLAND DIVIDE II

Q. WHAT IS THE RENEWABLE*CONNECT PROGRAM?

A. Renewable*Connect is a subscription program that the Company offers in Minnesota which allows customers to voluntarily purchase blocks of renewable energy. The Company began offering Renewable*Connect as a pilot program in 2017 to meet customer demand for a voluntary green tariff, consistent with Minnesota's Renewable and High-Efficiency Rate Options statute (Minn. Stat. § 216B.169). The initial pilot sold out within a year, and there is a fully-subscribed waiting list of additional customers seeking to join the program.

Renewable*Connect is a successor to the Company's Windsource program in Minnesota, which similarly allowed customers to pay a small additional subscription fee to purchase blocks of wind energy on a monthly basis. Like Renewable*Connect, the Windsource program has been popular with Minnesota customers. The Windsource program currently has over 50,000 subscribers with more than 2,000 customers on the waiting list, and the program has delivered almost two million megawatt-hours of wind energy to Minnesota customers since its inception in 2003. The Windsource and

Renewable*Connect programs are structured substantially the same but Renewable*Connect also includes solar energy as part of the renewable resource mix that is supported by the program.

Q. WHY IS THE RENEWABLE*CONNECT PROGRAM AT ISSUE IN THIS ADP?

A. The Company has proposed to allocate 50 MW of the 200 MW Heartland Divide II PPA to the Renewable*Connect program, to support a 230 MW expansion of the program that was approved by the Minnesota Public Utilities Commission (MPUC) in 2019. Under this expansion, all existing Windsource subscribers and waitlisted customers will eventually be migrated to Renewable*Connect. The remaining 150 MW of the Heartland Divide II PPA will be used by the Company to support the Honeycrisp LLC ESA, similar to the initial 150 MW that was approved for this purpose in the Dakota Range III ADP (Case No. PU-18-430).

Q. IS THERE PRECEDENT FOR THIS TYPE OF BIFURCATION OF RENEWABLE RESOURCES, WITH A PORTION DEDICATED TO SUPPORTING WINDSOURCE OR RENEWABLE*CONNECT?

A. Yes. A portion of the Moraine II Wind Project was dedicated to the Windsource program starting in approximately 2004 and portions of Odell Wind and North Star Solar have been used to serve the Renewable*Connect pilot program since 2017. Each month, the Company assigns a percentage of the output of these projects to the Windsource and Renewable*Connect programs based on the actual usage of participating customers, with the remaining energy treated as a system resource and charged through the fuel riders in each jurisdiction. For the Heartland Divide II PPA, the percentage of the Project that will be dedicated to Renewable*Connect will never exceed

25 percent of the monthly output of the Project, with the remaining energy treated as a system resource through the fuel riders.

Q. DID MR. HEIDELL ADDRESS THE TREATMENT OF THE COSTS OF THE 50 MW OF THE HEARTLAND DIVIDE II PPA THAT WILL SERVE THE RENEWABLE*CONNECT PROGRAM?

A. Yes. Mr. Heidell stated in his testimony that he assumes the Company will treat the 50 MW of the Heartland Divide II PPA dedicated to Renewable*Connect in the same way that it treats disallowed PPAs—by charging North Dakota customers the system average cost of fuel for this energy in the FCR.

Q. IS THIS A CORRECT UNDERSTANDING OF HOW THE COMPANY WILL TREAT THESE COSTS?

A. No. Similar to Windsource, the costs and volumes of resources that are procured to serve the Renewable*Connect program are all assigned directly to Renewable*Connect customers in Minnesota. As a result, these values are not included in the system average cost of fuel calculation in the FCR. Further, because all energy from these resources is allocated to the Renewable*Connect program, no costs of these projects are recovered from North Dakota customers, in the FCR or otherwise.

Q. DOES THIS MEAN ALL RENEWABLE*CONNECT RESOURCES ARE COST-NEUTRAL ON NORTH DAKOTA CUSTOMERS?

A. Yes. The entire Renewable*Connect program is structured to be cost-neutral to all non-participants in the program, including North Dakota customers as well as Minnesota customers that do not participate. The Renewable*Connect rate structure includes a neutrality charge to ensure that the non-energy costs of these resources are borne fully by Renewable*Connect program participants.

Q. IF NO COSTS OF THE 50 MW WILL BE CHARGED TO NORTH DAKOTA, WHY DID THE COMPANY ANALYZE THE ENTIRE 200 MW OF THE RESOURCE ADDITION IN THE APPLICATION?

A. The Company modeled the entire 200 MW of the Heartland Divide II PPA in the ADP Application because, notwithstanding the ratemaking treatment of the 50 MW dedicated to Renewable*Connect, the entire output and capacity of the 200 MW Project will serve the full NSP System. Thus from a resource planning perspective it is appropriate to consider the impact of the entire 200 MW resource addition, even though non-Renewable*Connect customers will bear no cost responsibility for the share of the project dedicated to Renewable*Connect. Further, Renewable*Connect contracts are limited to ten years, which is less than the contract term of the PPA. Consequently, to the extent customers leave the NSP service territory or do not renew their participation in Renewable*Connect, Heartland Divide II could provide system-wide energy in the future.

Q. DID MR. HEIDELL RAISE ANY CONCERNS ABOUT ASSIGNING 50 MW OF THE 200 MW HEARTLAND DIVIDE II PPA TO RENEWABLE*CONNECT?

A. Yes. Mr. Heidell stated in his testimony that he is unaware of the Commission ever bifurcating a resource into a system resource and a resource dedicated to Minnesota. Further, Mr. Heidell stated that he believes the policy of creating separate resources for different states may be beyond the scope of the ADP, given the Company's previous proposal of the Resource Treatment Framework (RTF), which was not accepted by the Commission.

Q. IS MR. HEIDELL'S CONCERN REGARDING THE PROPOSED BIFURCATION OF THE HEARTLAND DIVIDE II PPA WARRANTED?

A. No. As noted above, the Company has split other renewable resources in the past between serving Windsource or Renewable*Connect and the NSP System writ large. Similarly here, the Company is proposing to allocate the Heartland Divide II PPA based on the need that has been identified for the Honeycrisp LLC ESA and the Renewable*Connect expansion. The 50 MW that is allocated for Renewable*Connect will be treated like any other wind or solar project that was procured to serve this program—all costs of the energy used to meet Renewable*Connect demand will be allocated to Renewable*Connect customers. In other words, although these resources serve the entire NSP System and are relied on for system planning purposes, they are not system resources for ratemaking purposes.

Q. IS IT APPROPRIATE FOR THE COMPANY TO SEEK AN ADP FOR ONLY A PORTION OF THE HEARTLAND DIVIDE II PPA?

A. Yes. The ratemaking treatment of resources that serve Renewable*Connect (or its predecessor Windsource) have not historically been controversial and the Company's rate treatment for those resources has been approved in prior FCR filings. I believe that Mr. Heidel's statement that a bifurcated resource should be handled as part of the Company's proposed Resource Treatment Framework to be misplaced. Further, the Commission's order adopting the Company's 2008 rate case settlement contemplated that resources could be bifurcated.

Specifically, under the Settlement Agreement in Case No. PU-07-776, the Company is obligated to file an application for an ADP for any proposed new construction or acquisition of a generating resource above 50 MW where "[t]he Company proposes to allocate all or part of the related costs to the North Dakota jurisdiction for recovery in electric rates." Given this Settlement language and the prior history of bifurcated projects, the Company and Commission Staff clearly contemplated that the Company could seek ADPs and add resources where all, part, or none of the costs would be allocated to North Dakota. Here, the Company proposes to allocate to North Dakota its share of costs of the 150 MW of the Heartland Divide II PPA that will be treated as a system resource. While we cannot definitively state that none of the remaining 50 MW will be treated as a system resource, the Company expects and intends that the entire costs of the remaining 50 MW will be borne exclusively by Renewable*Connect customers.

Q. WHAT WOULD BE THE IMPACT OF MR. HEIDELL'S PROPOSED CONDITION REQUIRING THE ENTIRE 200 MW HEARTLAND DIVIDE II PPA TO BE TREATED AS A SYSTEM RESOURCE?

A. Mr. Heidell's proposed condition would frustrate the Company's efforts to expand a very popular program in Minnesota. The Company needs flexibility to develop programs and products to meet the needs of all our customers across all the jurisdictions we serve. It is the Company's understanding that in the past, the Commission has had little interest in this type of program, but we would certainly be willing to explore creating one if the Commission wanted us to pursue it or our customers demanded it. The Company's proposed division of the Heartland Divide II PPA to serve two distinct needs is not a new practice and wholly consistent with the Company's management of the integrated NSP System.

Q. IS IT APPROPRIATE FOR RENEWABLE*CONNECT CUSTOMERS TO HAVE ACCESS TO 50 MW OF THE HEARTLAND DIVIDE II PPA RATHER THAN TREATING IT ALL AS A SYSTEM RESOURCE?

A. Yes. The Company procured the additional 50 MW of the Heartland Divide II PPA (on top of what we sought to support the Honeycrisp LLC ESA) for the specific purpose of supporting the planned expansion of the Renewable*Connect program. If not for this program expansion, the Company would only have sought to acquire the 150 MW for the Honeycrisp LLC ESA. Furthermore, any volumes of energy within the 25 percent of the Heartland Divide II PPA dedicated to Renewable*Connect that are not used by the program for each month will be treated as system resources and will bring down the system average cost of fuel in the FCR.

I would note that Mr. Heidell clearly recognizes that the Heartland Divide II PPA will generate savings for North Dakota customers, which in part drives his recommendation to treat the entire 200 MW as a system resource. Yet despite recognizing the need for the Project and the clear benefits it generates, Mr. Heidell does not expressly recommend approval of the ADP. As discussed further in Section IV below, whether or not Mr. Heidell expressly recommends approval, his testimony indicates that the Project is prudent.

IV. PRUDENCE OF HEARTLAND DIVIDE II

Q. IN LIGHT OF MR. HEIDELL'S TESTIMONY, IS THE HEARTLAND DIVIDE II PPA PRUDENT?

A. Yes. Mr. Heidell's testimony confirms that the Heartland Divide II PPA is being procured to support the Honeycrisp LLC ESA, and that the resource addition is expected to lower average system energy costs. Mr. Heidell concluded that the Company's economic analysis of the Heartland Divide II PPA, which found the Project would generate system-wide savings of $97.4 million on a present value of revenue requirement (PVRR) basis over the 25-year term of the PPA, was reasonable. Further, in his own independent economic analysis Mr. Heidell concluded that the Heartland Divide II PPA will generate savings for North Dakota customers, although slightly less savings than estimated by the Company.

Q. DOES MR. HEIDELL CONCLUDE THE HEARTLAND DIVIDE II PPA IS LEAST COST?

A. No. Mr. Heidell concludes the Heartland Divide II PPA is "low cost" but that the Company did not demonstrate it is "least cost" because it is unclear whether, with more time, the Company could have identified a lower-cost wind resource to support the Honeycrisp LLC ESA.

Q. DOES THE COMPANY AGREE WITH MR. HEIDELL THAT THE HEARTLAND DIVIDE II PPA IS NOT LEAST COST?

A. No. The PPA will result in cost savings to North Dakota customers under all scenarios, including Mr. Heidell's analysis. Historically, this has been sufficient to demonstrate compliance with the "least cost" prong of the Commission's resource planning paradigm. The Company's assessment of the Heartland Divide II project's pricing when compared to a relatively recent bidding process and assessment of the overall market, as I describe further below, is a reasonable demonstration that Heartland Divide II is the least cost project available. Mr. Heidell's concerns about the procurement process for the Heartland Divide II PPA appear to be based on the comments filed by the Minnesota Department of Commerce (DOC) on February 3, 2021 in the MPUC proceeding for the Heartland Divide II PPA (MPUC Docket No. E002/M-20-806).

Q. WHAT CONCERNS DID DOC RAISE IN ITS COMMENTS IN THE MPUC DOCKET?

A. In its comments, the DOC acknowledged that the Heartland Divide II PPA is needed under the Honeycrisp LLC ESA and the Renewable*Connect program, but raised a specific concern that the Company did not follow the proper MPUC-approved bidding process in its acquisition of the Heartland Divide II PPA. As a result, the DOC recommended that the MPUC deny approval for the Heartland Divide II PPA.

Q. WHAT IS THE COMPANY'S RESPONSE TO THE CONCERN REGARDING THE PROCUREMENT PROCESS RAISED BY THE DOC AND, BY EXTENSION, MR. HEIDELL?

A. The Company addressed this issue at length before the MPUC; I will provide a brief summary. The Company issued a full request for proposals (RFP) for wind resources in 2019 (2019 Wind RFP), but the 2019 Wind RFP only resulted in one viable PPA to support the Renewable*Connect program since all other projects bid into the RFP were already under contract or did not have transmission certainty. The Company still needed wind resources to support the Renewable*Connect program and the Honeycrisp LLC ESA, and conducted an additional targeted solicitation of resource options in MISO Zones 1 and 3 that had transmission interconnection cost certainty. As I discussed earlier, only two identified projects met that requirement, and ultimately the Heartland Divide II PPA was the only viable project for the needed 200 MW. I note that this process is similar to Otter Tail Power Company's resource procurement process.

In light of this, the MPUC ultimately allowed the Company to use this informal acquisition process and to bring forward the Heartland Divide II PPA for approval.[1]

Q. HAS THE MPUC MADE A DECISION REGARDING THE HEARTLAND DIVIDE II PPA?

A. Yes. In an Order issued on April 28, 2021, the MPUC approved the Heartland Divide II PPA as an energy source to support the Honeycrisp LLC ESA and the Renewable*Connect program. The MPUC Order also authorizes the Company to recover the costs of purchased energy for 150 MW of the Project from all customers through the fuel clause rider and 50 MW from Renewable*Connect participating customers through program tariffs.

[1] *See In the Matter of Xcel Energy's Petition for Approval of a Solar Energy Purchase with Elk Creek Solar, LLC for 80 MW of Solar Generation*, Docket No. E002/M-19-568, ORDER APPROVING POWER PURCHASE AGREEMENT WITH CONDITIONS at 7 (November 24, 2020) (requiring certain bidding requirements on a prospective basis).

Q. DOES THE MPUC'S APPROVAL OF THE HEARTLAND DIVIDE II PPA RESOLVE MR. HEIDELL'S CONCERNS ABOUT THE PROCUREMENT PROCESS?

A. Yes. Mr. Heidell indicates in his testimony that the DOC's concerns regarding the procurement of the Heartland Divide II PPA make it "possible that NSP did not select the lowest cost resource." The MPUC noted in its Order that the DOC's concerns were largely based on the procurement process, but there was "no information in the record suggesting that the energy purchased under the [Heartland Divide II PPA] is priced unreasonably high." Thus the MPUC's approval makes clear that the Heartland Divide II PPA is a least cost resource to meet the identified need. As described in the Direct Testimony of Mr. Shaw, the Company's options for wind resources that could meet the Company's needs and had transmission cost certainty were limited, given significant transmission constraints and the associated interconnection delays currently present in MISO. Notwithstanding these difficulties, the Company has demonstrated and Mr. Heidell has confirmed that the proposed Heartland Divide II PPA will generate savings for our North Dakota customers.

V. OTHER COMPANY REBUTTAL WITNESSES

Q. WILL ANY OTHER COMPANY WITNESSES BE FILING REBUTTAL TESTIMONY?

A. Yes. In addition to my Rebuttal Testimony, the Company is filing Rebuttal Testimony of the following Witness:

- Ms. Farah Mandich, whose testimony responds to the MISO zonal issues that Mr. Heidell raised in his Direct Testimony.

VI. CONCLUSION

Q. PLEASE SUMMARIZE YOUR CONCLUSIONS.

A. For the reasons stated above, the Company's addition of the Heartland Divide II PPA is prudent and should be approved.

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

A. Yes, it does.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF NORTH DAKOTA

NORTHERN STATES POWER COMPANY
ADVANCE DETERMINATION OF PRUDENCE
HEARTLAND DIVIDE WIND II

CASE NO. PU-20-433

VERIFICATION

STATE OF MINNESOTA)
)SS.
COUNTY OF HENNEPIN

Allen D. Krug, being first duly sworn on oath, deposes and says that he is the Senior Vice President, State Regulatory Policy for Applicant Northern States Power Company, a Minnesota corporation, in the above-captioned matter, that the Rebuttal Testimony submitted in the above-captioned matter under his name 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.

Allen D. Krug

Subscribed and sworn to before me on this 11 day of May, 2021

STEVEN DELMONT SPIESS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

Notary Public
My Commission expires: 1/31/2025