

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

**In the Matter of the Joint Application of )  
Sunflower Electric Power Corporation )  
and Mid-Kansas Electric Company, Inc. ) Docket No. 19-SEPE-054-MER  
For an Order Approving the Merger of )  
Mid-Kansas Electric Company, Inc. into )  
Sunflower Electric Power Corporation )**

**TESTIMONY IN SUPPORT OF SETTLEMENT AGREEMENT  
OF  
MARK F. DOLJAC  
KANSAS ELECTRIC POWER COOPERATIVE, INC.**

**March 8, 2019**

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS  
TESTIMONY IN SUPPORT OF SETTLEMENT OF**

**MARK F. DOLJAC  
EXECUTIVE DIRECTOR, REGULATORY AFFAIRS AND PLANNING**

**KANSAS ELECTRIC POWER COOPERATIVE, INC.**

**Docket No. 19-SEPE-054-MER**

1    **Q.     PLEASE STATE YOUR NAME, EMPLOYMENT, AND BUSINESS ADDRESS.**

2    **A.**     My name is Mark F. Doljac. I am Executive Director, Regulatory Affairs and  
3    Planning, for the Kansas Electric Power Cooperative, Inc. ("KEPCo"). My business  
4    address is 600 Southwest Corporate View, Topeka, Kansas 66615.

5    **Q.     ARE YOU THE SAME MARK F. DOLJAC WHO PROVIDED DIRECT**  
6    **TESTIMONY AND EXHIBITS ON BEHALF OF KEPCo AND PREFILED IN DOCKET**  
7    **19-SEPE-054-MER ("DOCKET") ON JANUARY 4, 2019?**

8    **A.**     Yes, I am. The Kansas Corporation Commission ("Commission") granted  
9    KEPCo full intervention in this Docket.<sup>1</sup>

10   **Q.     WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11   **A.**     I am testifying on behalf of KEPCo to support, subject to the terms and conditions  
12   in the Unanimous Settlement Agreement ("Settlement Agreement") filed in this Docket  
13   on March 4, 2019, the merger of Mid-Kansas Electric Company, Inc. ("Mid-Kansas")  
14   with and into Sunflower Electric Power Corporation ("Sunflower"), with Sunflower as the

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<sup>1</sup> Order Granting Kansas Electric Power Cooperative, Kansas Power Pool, and ITC Great Plains, LLC Petitions to Intervene, August 28, 2018.

1 surviving corporation (“Combined Company”).<sup>2</sup> KEPCo further supports the  
2 Commission’s approval of the Settlement Agreement as a full and complete resolution  
3 of this Docket.

4 **Q. HAVE YOU REVIEWED THE PREFILED TESTIMONY OF ALL OF THE**  
5 **PARTIES, AND DID YOU PARTICIPATE IN THE SETTLEMENT DISCUSSIONS**  
6 **AMONG THE PARTIES?**

7 A. Yes, KEPCo participated in these proceedings. I analyzed prefiled testimony and  
8 discovery, I prepared testimony describing KEPCo’s concerns with the proposed  
9 merger, and I actively participated in settlement discussions commencing on February  
10 19, 2019, that culminated in the filed Settlement Agreement.

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

12 A. I will provide testimony in support of the Commission’s approval of the Settlement  
13 Agreement reached by the Signatories as a full and complete resolution of this Docket.  
14 The Settlement Agreement is supported by Sunflower and Mid-Kansas (together  
15 referred to herein as “Joint Applicants”), the Commission Staff (“Staff”), Kansas Power  
16 Pool, and KEPCo (collectively referred to as “Signatories”).

17 **Q. ARE YOU AWARE OF THE FACTORS THAT THE COMMISSION DISCUSSED**  
18 **IN DOCKET NO. 08-ATMG-280-RTS THAT ARE TO BE ADDRESSED FOR**  
19 **APPROVAL OF A SETTLEMENT BY THE COMMISSION?**

20 A. Yes, in Docket No. 08-ATMG-280-RTS, the Commission directed parties to  
21 address five factors:<sup>3</sup>

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<sup>2</sup> *Unanimous Settlement Agreement*, March 4, 2019.

- 1 (i) Whether there was an opportunity for the parties to be heard;
- 2 (ii) Whether the settlement agreement is supported by substantial
- 3 competent evidence;
- 4 (iii) Whether the settlement agreement conforms with applicable law;
- 5 (iv) Whether the settlement agreement results in just and reasonable
- 6 rates; and
- 7 (v) Whether the results of the settlement agreement are in the public
- 8 interest.

9 I understand that in the instant Docket, the prehearing officer conveyed to the parties at  
10 the March 5, 2019 pre-hearing conference that testifying witnesses would not need to  
11 address facts in support of factors (i) and (iii) in their testimony supporting the  
12 Settlement Agreement.

13 **Q. PLEASE SUMMARIZE SUPPORT FOR THE SETTLEMENT AGREEMENT.**

14 A. The Settlement Agreement is an integral package, and the agreed-upon terms  
15 are a compromise between the positions proposed by KEPCo and other Signatories  
16 and are within the original positions of the parties on the terms addressed. To illustrate,  
17 testimony filed by KEPCo and KPP identified particular concerns about whether the  
18 transaction met the Commission's merger standards and suggested that the  
19 Commission adopt merger conditions.<sup>4</sup> Economist Dr. David Dismukes addressed the  
20 need for merger conditions in his direct and cross-answering testimony. My testimony  
21 described the need for merger conditions to (i) protect Joint Applicants' wholesale  
22 transmission customers from the risks of cost shifting resulting from the combination of  
23 the Joint Applicants' transmission zones and separate zonal transmission formula rates

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<sup>3</sup> Order Approving Contested Settlement Agreement, ¶ 11, *In re Application of Atmos Energy for Adjustment of Its Nat. Gas Rates in the State of Kansas*, Docket No. 08-ATMG-280-RTS (May 5, 2008).

<sup>4</sup> See, e.g., *Direct Testimony and Exhibits of Mark F. Doljac, Kansas Electric Power Cooperative, Inc.* (Doljac Direct), January 4, 2019; *Direct Testimony of David E. Dismukes, Ph.D. on Behalf of Kansas Electric Power Cooperative* (Dismukes Direct), January 4, 2019.

1 (“TFRs”), as Joint Applicants intend that combination to occur on the date of merger  
2 consummation, and (ii) update the transmission loss factors on the Sunflower and Mid-  
3 Kansas transmission systems. Staff supported the proposed transaction, and indicated  
4 that it would consider conditions agreed to by Joint Applicants and intervenors that  
5 alleviated intervenors’ concerns.

6 The conditions negotiated in the Settlement Agreement, which I describe below,  
7 reflect good utility practice consistent with Commission policy. Our collaboration with  
8 Joint Applicants and the other parties to resolve KEPCo’s concerns is sincerely  
9 appreciated. Subject to the Settlement Agreement, KEPCo supports Joint Applicants’  
10 merging of the two companies at the first opportune time to do so, which KEPCo  
11 understands to be January 1, 2020, and shall be coordinated with certain approvals  
12 requested of the Federal Energy Regulatory Commission (“FERC”). The remainder of  
13 my testimony explains KEPCo’s support for the conditions in Paragraph 17 of the  
14 Settlement Agreement.

15 **Q. WHAT CONDITIONS ARE INCLUDED IN PARAGRAPH 17 OF THE**  
16 **SETTLEMENT AGREEMENT?**

17 A. Paragraph 17 contains several conditions that promote the public interest and  
18 that are important to KEPCo. First, Paragraph 17 provides clarification that the Mid-  
19 Kansas Open Access Transmission Tariff (“Mid-Kansas OATT”):

20 “... shall remain in effect with Sunflower serving as the Transmission Provider  
21 under the MKEC OATT and with the Transmission Facilities under the MKEC  
22 OATT referring to the facilities acquired by Mid-Kansas from Aquila, Inc. in  
23 Docket No. 06-MKEE-524-ACQ and transferred to the Transmission Owners  
24 pursuant to the order issued in Docket No. 08-MKEE-099-MIS.”

1 This provision confirms survival of the MKEC OATT as a stand-alone Commission-  
2 jurisdictional tariff. It further confirms that Mid-Kansas' wholesale transmission  
3 customers including KEPCo will continue to receive transmission service, including  
4 Local Access Delivery Service, that Mid-Kansas provides in its role as Transmission  
5 Provider and Administrator through the MKEC OATT over Members' 34.5-kV and lower-  
6 voltage facilities.

7 In addition, Paragraphs 17(a) through (d) set forth four conditions that are  
8 important to KEPCo.

9 **Q. PLEASE DESCRIBE THE CONDITION INCLUDED IN SECTION (a) OF**  
10 **PARAGRAPH 17 OF THE SETTLEMENT AGREEMENT.**

11 A. Paragraph 17(a) provides:

12 "Sunflower agrees that upon the effective date of the merger, all debts, liabilities,  
13 obligations, and duties of Mid-Kansas shall thenceforth attach to Sunflower, as  
14 the surviving company, and may be enforced against it to the same extent as if  
15 such debts, liabilities, obligations, and duties had been incurred or contracted by  
16 it, including, as such may be required by law, duties and obligations of tariffs,  
17 regulations, and orders;"

18 This condition ensures that KEPCo will continue to receive wholesale transmission  
19 service and Local Access Delivery Service under the Commission-jurisdictional service  
20 and operating agreements executed between KEPCo, Mid-Kansas and the Mid-Kansas  
21 Members, and that the Combined Company will continue to operate as the  
22 Transmission Provider and Administrator for these services, including billing and  
23 coordinated system planning obligations, under approved tariffs, regulations and orders,  
24 after the merger is consummated. These agreements and the MKEC OATT provide  
25 that the Combined Company shall be the single point of contact for transmission service

1 and Local Access Delivery Service. This arrangement is important to KEPCo because  
2 KEPCo relies on the facilities of Mid-Kansas and its members to deliver power to much  
3 of its load,<sup>5</sup> which is provided under existing network service and network operating  
4 agreements between KEPCo and Mid-Kansas.

5 **Q. PLEASE DESCRIBE THE CONDITION INCLUDED IN SECTION (b) OF**  
6 **PARAGRAPH 17 OF THE SETTLEMENT.**

7 A. Paragraph 17(b) provides:

8 “In conjunction with merging Joint Applicants’ transmission pricing zones into a  
9 single zone, Joint Applicants shall conduct a transmission system loss study for  
10 the combined zone to develop the loss factors for the merged zone that are  
11 required for Appendix 1 to Attachment M of the Southwest Power Pool, Inc.  
12 (‘SPP’) Open Access Transmission Tariff (‘OATT’). Joint Applicants shall cause  
13 such loss factors for the merged zone to be filed with the Federal Energy  
14 Regulatory Commission (‘FERC’) to become effective January 1, 2020, or such  
15 other date as FERC permits the Converged Zone and Converged TFR to  
16 become effective (such terms defined below).”

17 KEPCo understands that Joint Applicants intend to cause to be filed at FERC for  
18 approval effective on a date that is concurrent with consummation of the merger one or  
19 more filings to: (i) merge the Sunflower transmission zone and the Mid-Kansas  
20 transmission zone into a single converged transmission zone (“Converged Zone”) in the  
21 SPP OATT; and (ii) merge the currently effective Sunflower TFR (“Sunflower Legacy  
22 TFR”) and currently effective Mid-Kansas TFR (“Mid-Kansas Legacy TFR”) into a single  
23 TFR (“Converged TFR”) in the SPP OATT.<sup>6</sup> Paragraph 17(b) provides for KEPCo’s  
24 agreement to support Joint Applicants’ zonal and TFR merger proposals before FERC.

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<sup>5</sup> Doljac Direct, 6:3-7:18.

<sup>6</sup> *Unanimous Settlement Agreement*, ¶ 17(d)(ii).

1 Paragraph 17(b) ensures that the Joint Applicants will conduct a transmission  
2 system loss study to develop the loss factors for the Converged Zone, and that Joint  
3 Applicants will cause to be filed with FERC the updated loss factors that will become  
4 effective concurrent with the effective date for the Converged Zone and Converged TFR  
5 of the Combined Company.

6 Paragraph 17(b) is important to KEPCo because Joint Applicants' transmission  
7 loss factors are the highest among the loss factors of SPP transmission owners.<sup>7</sup>  
8 KEPCo understands the transmission loss factor for the Mid-Kansas zone of 6.32% has  
9 been in effect since January 14, 2010, following the Commission's approval of a  
10 settlement in Docket 09-MKEE-969-RTS. The loss factor for Sunflower of 5.23% has  
11 been in effect since July 19, 2014, and is also the outcome of a settlement. Sunflower  
12 has no records indicating whether a loss study was commissioned for this loss factor or  
13 the prior loss factor that became effective April 1, 2006, when FERC approved  
14 Sunflower's reincorporation into SPP's transmission system as a single zone.<sup>8</sup>  
15 Therefore, Joint Applicants' agreement to (i) conduct a loss factor study in conjunction  
16 with the combination of transmission pricing zones and (ii) update the loss factors in the  
17 SPP OATT, furthers the public interest because it will improve the accuracy of the loss  
18 factors in the Combined Company's TFR that affect the cost of wholesale transmission  
19 service for KEPCo and other Kansas wholesale transmission customers.

20 **Q. PLEASE CONTINUE WITH THE REMAINING CONDITIONS INCLUDED IN**  
21 **PARAGRAPH 17 OF THE SETTLEMENT.**

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<sup>7</sup> See Attachment M to SPP OATT.

<sup>8</sup> See Joint Applicants' response to KEPCo Discovery Request No. 12-01.



1 A. The last two conditions, Paragraph 17(c) and 17(d), are related to Joint  
2 Applicants' intent to establish a Converged TFR. The Transition Method, set forth in  
3 Paragraph 17(d) and described in detail in Exhibit SA-1 to the Settlement Agreement,  
4 resolves KEPCo's concerns about the risk of unwarranted cost shifts—as those cost  
5 shifts relate to transmission service provided during the final two years under the  
6 separate zonal constructs before the transmission zones are consolidated and the TFRs  
7 are converged<sup>9</sup>—that would result if the Joint Applicants' TFRs were trued-up as  
8 described by Joint Applicants in this Docket. I analyzed these potential cost shifts on  
9 pages 19-33 of my direct testimony.

10 The spreadsheet attached to Exhibit SA-1 further illustrates the potential for cost  
11 shifts using 2017 transmission costs. It shows that, if the TFRs were converged  
12 effective January 1, 2019, in the absence of the Transition Method negotiated in this  
13 Settlement Agreement, a \$327,384 cost-shift detriment to KEPCo and a \$318,962 cost-  
14 shift benefit to Members would result in the first transition year.<sup>10</sup> The cost-shift impacts  
15 related to 2018 and 2019 are not yet known and will depend on the accuracy of the  
16 annually projected transmission costs charged under the Joint Applicants' TFRs. The  
17 Transition Method is a sound approach to prevent the potential for cost shifting and  
18 reflects cost-causation principles that are important to utility regulators. The Transition  
19 Method will ensure that Kansas customers are treated fairly and appropriately based on  
20 historic costs and charges actually paid by those customers.

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<sup>9</sup> For instance, if Joint Applicants' Converged TFR and Converged Zone become effective January 1, 2020, the true-up Transition Method would apply for transmission service taken during 2018 and 2019.

<sup>10</sup> See the "RESULTS" of the "True-up Adj" in rows 1-11 on page 1 of the attached spreadsheet.

1 Exhibit SA-1 to the Settlement Agreement describes the particulars of the  
2 Transition Method that the Joint Applicants will cause to be included in the FERC filing  
3 seeking approval or acceptance of the Converged TFR. The Transition Method sets  
4 forth the manner in which the Combined Company will allocate the Annual True-Up  
5 Adjustments to the wholesale transmission customers served under the Sunflower and  
6 Mid-Kansas Legacy TFRs for the two years prior to the effective date of the Converged  
7 TFR.

8 The related record-keeping provisions in Paragraph 17(c) provide that “Joint  
9 Applicants shall maintain accounting and other records as necessary to support its  
10 transmission formula rates (‘TFRs’) as required by applicable law, tariff and order, and  
11 as otherwise required to comply with the terms ...” of the Settlement Agreement  
12 establishing the agreed-upon Transition Method. Simply stated, Paragraph 17 (c)  
13 requires that the Joint Applicants shall cause the Converged Company to maintain  
14 records so as to be able to competently perform the Transition Method. Specifically, it  
15 ensures that Joint Applicants maintain accounting and other records required to enable  
16 Joint Applicants to calculate (i) the Annual Projections and (ii) the Annual True-Up  
17 Adjustments under the separate zonal TFR constructs established under the Mid-  
18 Kansas and Sunflower Legacy TFRs. As a result, these conditions will enable  
19 Sunflower to allocate refunds to the wholesale transmission customers that overpay and  
20 assessments to the wholesale transmission customers that underpay for transmission  
21 service for the final two years of service assessed under the separate Sunflower and  
22 Mid-Kansas Legacy TFRs.

1 **Q. BY REQUESTING THE COMMISSION'S APPROVAL OF THIS SETTLEMENT**  
2 **AGREEMENT, ARE THE SIGNATORIES ASKING THE COMMISSION TO APPROVE**  
3 **THE WHOLESALE TRANSMISSION RATE PROVISIONS OF THE CONVERGED**  
4 **TFR?**

5 A. No. While I am not an attorney, my counsel advises me that Joint Applicants'  
6 wholesale transmission rates, which are included in the SPP OATT, are within the  
7 exclusive domain of FERC. KEPCo understands that Joint Applicants will seek  
8 approval or acceptance from FERC via one or more filings made on their behalf by SPP  
9 to converge their transmission zones and TFRs. The conditions in the Settlement  
10 Agreement establish only that Joint Applicants have agreed to propose to FERC and to  
11 seek FERC approval or acceptance of (i) the Transition Method established in the  
12 Settlement Agreement and (ii) updated transmission losses factors based on a  
13 transmission system loss study for the combined zone in conjunction with any filing to  
14 Converge TFRs. How FERC decides to rule is up to FERC; FERC's ruling will not affect  
15 this Settlement Agreement.

16 **Q. WHY WERE THESE TERMS INCLUDED IN THE SETTLEMENT**  
17 **AGREEMENT?**

18 A. This Commission is the only utility regulator with jurisdiction over the merger  
19 application and therefore only this Commission decides whether the proposed merger  
20 promotes the public interest. The public interest standard is the overarching  
21 Commission standard for consideration of a merger, and KEPCo believes that the  
22 conditions in the Settlement Agreement are necessary for a public interest finding.

1 Without these conditions, KEPCo could not support the proposition that the proposed  
2 merger is in the public interest. But with these conditions, KEPCo supports the merger.

3 **Q. DOES THE SETTLEMENT AGREEMENT RESULT IN JUST AND**  
4 **REASONABLE RATES?**

5 A. Yes, the Settlement Agreement would provide for just and reasonable rates with  
6 respect to the May 11, 2016 Wholesale Power Agreement between KEPCo and  
7 Sunflower (WPA), as those rates are subject to the jurisdiction of the Commission. The  
8 Settlement Agreement also provides wholesale transmission customers like KEPCo  
9 with a proposal for FERC's consideration that Signatories have determined will provide  
10 protections from undue cost shifts and burdens that may otherwise result from a  
11 Converged TFR.

12 **Q. ARE THE RESULTS OF THE SETTLEMENT AGREEMENT IN THE PUBLIC**  
13 **INTEREST?**

14 A. Yes, it is in the public interest for the Commission to look favorably on  
15 agreements that have been fairly reached to settle litigation before the Commission.  
16 The limited resources of KEPCo, a not-for-profit cooperative, and Sunflower, Mid-  
17 Kansas and their Members, the Kansas Power Pool, the Kansas Municipal Energy  
18 Agency, the City of Garden City, ITC Great Plains, as well as the resources of the  
19 Commission are conserved by avoiding time-consuming and expensive litigation. The  
20 settlement provides administrative efficiency—a well-settled public policy goal.

21 Of equal importance is that approval of a settlement agreement with  
22 demonstrably just and reasonable terms, such as this Settlement Agreement, is  
23 naturally in the public interest. Conversely, rejecting a settlement agreement which

1 interested parties, including the Commission's Staff, find acceptable and support or do  
2 not oppose, would not appear to be in the public interest.

3 **Q. WHAT IS KEPCo ASKING OF THE COMMISSION?**

4 A. KEPCo requests that the Commission find that the terms of the Settlement  
5 Agreement meet the criteria applicable to the Commission's consideration of settlement,  
6 and approve this settlement in its entirety.

7 **Q. DOES THIS CONCLUDE YOUR PRE-FILED TESTIMONY SUPPORTING THE**  
8 **SETTLEMENT AGREEMENT?**

9 A. Yes.

VERIFICATION


STATE OF KANSAS                    )  
                                              )  
COUNTY OF SHAWNEE            )       ss:

Mark F. Doljac, of lawful age, being first duly sworn upon his oath states:

That he has read and is familiar with the foregoing Testimony in Support of Settlement Agreement, and upon information and belief, states that the matters therein appearing are true and correct.

  
\_\_\_\_\_  
Mark F. Doljac

SUBSCRIBED AND SWORN to before me this 8th day of March, 2019.

  
\_\_\_\_\_  
Notary Public

My Commission expires 2/24/2021



## CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing was served by electronic mail, this 8th day of March, 2019, to the following:

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