

BEFORE THE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE JOINT APPLICATION]
OF WESTAR ENERGY, INC. AND KANSAS GAS]
AND ELECTRIC COMPANY FOR RECOVERY] KCC Docket No. 19-WSEE-355-TAR
OF CERTAIN COSTS THROUGH THEIR RECA]

DIRECT TESTIMONY OF

ANDREA C. CRANE

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

June 4, 2019

TABLE OF CONTENTS

	Page
I. Statement of Qualifications	3
II. Purpose of Testimony	4
III. Summary of Conclusions and Recommendations	5
IV. Discussions of the Issues	6
A. Introduction	6
B. Terms of the Westar/MWP S&A	8
C. Analysis of the Westar/MWP S&A	11

Appendix A - List of Prior Testimonies

Appendix B - Referenced Data Requests

1 **I. STATEMENT OF QUALIFICATIONS**

2 **Q. Please state your name and business address.**

3 A. My name is Andrea C. Crane and my business address is 2805 East Oakland Park Boulevard,
4 #401, Fort Lauderdale, Florida 33306.

5
6 **Q. By whom are you employed and in what capacity?**

7 A. I am President of The Columbia Group, Inc., a financial consulting firm that specializes in
8 utility regulation. In this capacity, I analyze rate filings, prepare expert testimony, and
9 undertake various studies relating to utility rates and regulatory policy. I have held several
10 positions of increasing responsibility since I joined The Columbia Group, Inc. in January
11 1989. I have been President of the firm since 2008.

12
13 **Q. Please summarize your professional experience in the utility industry.**

14 A. Prior to my association with The Columbia Group, Inc., I held the position of Economic
15 Policy and Analysis Staff Manager for GTE Service Corporation, from December 1987 to
16 January 1989. From June 1982 to September 1987, I was employed by various Bell Atlantic
17 (now Verizon) subsidiaries. While at Bell Atlantic, I held assignments in the Product
18 Management, Treasury, and Regulatory Departments.

19
20 **Q. Have you previously testified in regulatory proceedings?**

21 A. Yes, since joining The Columbia Group, Inc., I have testified in over 400 regulatory

1 proceedings in the states of Arizona, Arkansas, Connecticut, Delaware, Hawaii, Kansas,
2 Kentucky, Maryland, New Jersey, New Mexico, New York, Oklahoma, Pennsylvania, Rhode
3 Island, South Carolina, Vermont, Washington, West Virginia and the District of Columbia.
4 These proceedings involved electric, gas, water, wastewater, telephone, solid waste, cable
5 television, and navigation utilities. A list of dockets in which I have filed testimony over the
6 last five years is included in Appendix A.

7
8 **Q. What is your educational background?**

9 A. I received a Master of Business Administration degree, with a concentration in Finance, from
10 Temple University in Philadelphia, Pennsylvania. My undergraduate degree is a B.A. in
11 Chemistry from Temple University.

12
13 **II. PURPOSE OF TESTIMONY**

14 **Q. What is the purpose of your testimony?**

15 A. On March 4, 2019, Westar Energy, Inc. and Kansas Gas and Electric Company (collectively
16 “Westar”) filed an Application with the Kansas Corporation Commission (“KCC” or
17 “Commission”) requesting authorization to recover through the Retail Energy Cost
18 Adjustment (“RECA”) mechanism certain costs associated with its acquisition of an 8%
19 interest in the Jeffrey Energy Center (“JEC”) owned by Midwest Power Company
20 (“MWP”). The Columbia Group, Inc. was engaged by the Citizens’ Utility Ratepayer Board
21 (“CURB”) to review the Application and to provide recommendations to the KCC

1 regarding Westar's proposed acquisition of this ownership interest and the requested cost
2 recovery mechanism.

3
4 **III. SUMMARY OF CONCLUSIONS AND RECOMMENDATIONS**

5 **Q. What are your conclusions and recommendations regarding Westar's Application, its**
6 **proposal to acquire MWP's 8% ownership interest in JEC, and its request to recover**
7 **certain associated costs through the RECA?**

8 A. Based on my review of the Application and supporting testimony, on my review of discovery
9 propounded by the parties in this case, and on my review of other relevant documents, my
10 conclusions and recommendations are as follows:

- 11 ➤ Westar has not demonstrated that its acquisition of the 8% interest in JEC is
12 necessary in order to provide capacity and/or energy to Kansas ratepayers;
- 13 ➤ Westar has not demonstrated that its acquisition of the 8% interest in JEC is cost-
14 effective for Kansas customers;
- 15 ➤ Shareholders, and not ratepayers, should be responsible for any litigation costs
16 resulting from expiration of the initial sale and leaseback agreement;
- 17 ➤ Whether ratepayers received benefits in the past from the initial sale and leaseback
18 agreement is irrelevant to the issue of whether or not the KCC should approve the
19 Company's Application;
- 20 ➤ The KCC should only authorize ratepayers to bear the costs associated with Westar's
21 acquisition of the 8% interest in JEC subsequent to January 3, 2019 if the Company

1 can show that a) the energy and/or capacity is needed to serve Kansas customers and

2 b) the 8% interest in JEC is a cost-effective way to meet this need;

3 ➤ The KCC should deny the Company’s Application.

4
5 **IV. DISCUSSION OF THE ISSUES**

6 **A. Introduction**

7 **Q. Please provide a brief description of the sale/leaseback transaction that is the subject of**
8 **this proceeding.**

9 A. An 8% interest in JEC was originally owned by Centel Corporation (“Centel”), which sold its
10 electric utility operations in Kansas to UtiliCorp United, Inc. (“UtiliCorp”) in 1991. As
11 explained in Mr. Ives’ testimony, UtiliCorp executed a sale/leaseback transaction in 1991 as
12 part of that acquisition, resulting in the establishment of a trust that acquired ownership of
13 the 8% interest in JEC. Wilmington Trust Company (“WTC”) was the owner and trustee of
14 the trust. MWP is a successor to the original beneficiary of the trust. Westar later assumed
15 the lease from a successor to UtiliCorp. All power acquired by Westar from MWP pursuant
16 to the lease was sold by Westar to Mid-Kansas Electric Company (“MKEC”) via a Purchase
17 Power Agreement (“PPA”). The PPA between Westar and MKEC expired January 3, 2019.

18 The original lease of the 8% interest in JEC from MWP to Westar expired on January
19 3, 2019, at which time MWP was to become a public utility subject to the jurisdiction of the
20 KCC. MWP filed an Application for a limited and contingent Certificate of Convenience
21 and Necessity (“CCN”) in Docket No. 19-MPCE-064-COC (“19-064 Docket”) on August

1 10, 2018. In its application, MWP also requested that the Commission make a determination
2 that MWP qualified as an Exempt Wholesale Generator in accordance with Section 32(c) of
3 the Public Utility Holding Company Act of 1935 (“PUHCA 1935”) and confirm that certain
4 statutes were inapplicable to MWP, or grant a waiver of such statutes due to MWP’s unique
5 circumstances.

6 Westar opposed MWP’s request for issuance of a CCN and a Settlement Agreement
7 (“Westar/MWP S&A”) was subsequently executed between Westar, MWP, and other parties.

8 As a result of the Westar/MWP S&A, MWP filed a motion to withdraw its CCN application
9 on March 1, 2019, and the KCC issued an order closing the 19-064 Docket on March 7,
10 2019. It is the ratemaking treatment of the provisions of the Westar/MWP S&A that is the
11 subject of this proceeding.

12
13 **Q. Why did Westar oppose MWP’s request for a CCN?**

14 A. Westar stated in the 19-064 Docket that it opposed MWP’s request because of concerns
15 about MWP’s ability, and willingness to pay the on-going costs associated with the 8%
16 interest in JEC. Westar noted that MWP has no assets, and instead relies upon guarantees of
17 its parent company, KeyCorp, for funding. Moreover, although MWP initially stated that
18 KeyCorp would financially support MWP, during the course of the proceeding it later cited
19 “non-recourse” contractual provisions and asserted that Westar would be responsible to
20 “cover any shortfalls that occur within the Trust for payment of the 8% share of O&M and

1 capital costs at JEC.”¹

2
3 **B. Terms of the Westar/MWP S&A**

4 **Q. Please summarize the terms of the settlement agreement between Westar and MWP.**

5 A. Pursuant to the Westar/MWP S&A, the original lease was extended for a period of seven
6 months, to August 4, 2019. During this lease extension, Westar is paying MWP a lease fee
7 of \$690,000 per month. At the end of the seven-month period, Westar agrees to pay MWP
8 \$3.7 million for the 8% interest in JEC. The ultimate effect of the settlement agreement is
9 that Westar will become the owner of the 8% interest in JEC.

10
11 **Q. Was the 8% interest in JEC de-rated after the original lease expired on January 3,**
12 **2019?**

13 A. Yes, it was. The 8% interest in JEC was de-rated on January 4, 2019 and the Southwest
14 Power Pool (“SPP”) terminated purchases of energy related to the 8% interest in JEC at that
15 time. Westar subsequently executed two short-term lease extensions with MWP that allowed
16 the 8% interest in JEC to be placed back into service and allowed the resulting energy to be
17 sold to SPP effective January 28, 2019.²

18

¹ Westar Initial Brief, KCC Docket No. 19-WPCE-064-COC, page 10.

² Response to KCC-3.

1 **Q. What ratemaking treatment is Westar proposing for the financial provisions in the**
2 **settlement agreement?**

3 A. Westar is proposing that revenues associated with the sale of energy from the 8% interest in
4 JEC be credited to ratepayers through the RECA. It is also requesting KCC authorization to
5 recover associated non-fuel operating and maintenance (“NFOM”) costs, as well as the
6 monthly lease costs, from Kansas ratepayers through the RECA. Westar is not seeking a
7 ratemaking determination for the \$3.7 million purchase price at this time.

8
9 **Q. Did the parties address the 8% JEC interest in Westar’s recent base rate case, KCC**
10 **Docket No. 18-WSEE-328-RTS (“18-328 Docket”)?**

11 A. Yes, they did. The settlement agreement in the 18-328 Docket stated as follows:

12 In the event that Westar enters into a new lease for this 8% share of JEC, or
13 purchases the 8% portion of JEC outright, the Parties agree that Westar will
14 be permitted to file a request to include these expenses (lease expenses and
15 NFOM) through the RECA. Any additional wholesale sales that are directly
16 attributable to this lease extension or purchase shall also be included in the
17 RECA in the event that the Commission approves this request. Westar shall
18 be allowed to utilize a regulatory asset to defer actual lease expense and/or
19 NFOM associated with the 8% portion of JEC in the event that a new lease or
20 purchase agreement is reached. In the filing before the Commission, Westar
21 shall have the burden of showing that the new lease or purchase agreement is
22 a prudent decision for its retail customers.

23
24 In the event that the Commission approves Westar’s filing, it may also
25 include the amortization of the regulatory asset into the RECA. In the event
26 that the Commission denies Westar’s filing, Westar shall not be allowed to
27 recover the regulatory asset containing deferred lease and NFOM expenses,
28 and Westar shall be allowed to retain any wholesale sales that are directly
29 attributable to the 8% portion of JEC. In the event that Westar ends up
30 negotiating a zero-cost transfer of ownership (defined as \$0 or \$1), Westar is
31 automatically entitled to begin recovering actual NFOM expenses and fuel

1 expenses associated with the 8% ownership of JEC without prior
2 Commission approval.³
3
4

5 **Q. What are the estimated costs that the Company is seeking to recover associated with the**
6 **8% interest in JEC and the related lease extensions?**

7 A. As discussed on page 16 of Mr. Ives' testimony, Westar is seeking recovery of \$4.83 million
8 in lease payments. In addition, the Company estimates that the NFOM costs associated with
9 the 8% interest in JEC would be approximately \$3.03 million during the lease extension
10 period of seven-months. These costs are in addition to fuel costs, which would also be
11 recovered through the RECA.
12

13 **Q. Why does the Company believe that it is reasonable to recover the NFOM costs and**
14 **lease payments from ratepayers as proposed in the Application?**

15 A. Mr. Ives argues that it is appropriate to recover these costs from ratepayers "because
16 Westar's decision to enter the settlement agreement with MWP to obtain access to the 8%
17 interest in JEC through the lease extension and purchase of the interest, as well as to
18 eliminate the potential for expensive and time-consuming litigation, was reasonable and in
19 the best interests of Westar's customers."⁴ Mr. Ives states that the settlement agreement
20 provides customers "with immediate access to the capacity and energy from the 8% interest
21 and the ability to earn revenue from that interest by making sales into the SPP market."⁵ He

3 Non-Unanimous Stipulation and Agreement, Docket No. 18-WSEE-328-RTS, paragraphs 28-29.

4 Testimony of Mr. Ives, pages 17-18.

5 Id., page 18.

1 goes on to state that the cost to ratepayers is “easily justified by the tremendous benefits
2 customers have received from Westar’s assumption of the lease and sale of power to MKEC
3 through the PPA.”⁶ Therefore, Westar argues that its proposal will benefit ratepayers by
4 increasing wholesale revenues while avoiding costly litigation. In addition, the Company
5 states that its proposal is reasonable because of benefits received by ratepayers in the past
6 relating to the sale and leaseback agreement.

7
8 **C. Analysis of the Westar S&A**

9 **Q. Do you agree with the Company’s proposal to recover the lease payments and the
10 NFOM costs associated with the 8% interest in JEC through the RECA?**

11 A. No, I do not. Westar has not made a compelling case as to why these costs should be borne
12 by Kansas ratepayers. In fact, it appears that the revenues received from the 8% interest in
13 JEC will not even cover the associated fuel costs, resulting in a net detriment to ratepayers.
14 Moreover, even if Westar and MWP engaged in extensive litigation over the JEC costs, there
15 is no reason why ratepayers should be responsible for the litigation costs. Finally, prior
16 benefits that may have been received by ratepayers pursuant to the original lease agreement
17 are irrelevant to an analysis of whether ratepayers should be responsible for costs after the
18 original lease expired. Each of these issues will be addressed in further detail below.

19
20

6 Id.

1 **Q. What criteria should the KCC utilize in evaluating whether or not to impose these costs**
2 **on Kansas ratepayers?**

3 A. The Commission should first determine whether the energy and/or capacity related to the 8%
4 interest in JEC is necessary in order to serve Kansas customers. If Westar needs to acquire
5 additional energy and/or capacity, then the KCC should determine if the proposed transaction
6 is the most cost-effective way of meeting those needs. In this case, Westar has failed to
7 demonstrate either that it needs this 8% interest in order to provide service in Kansas, or that
8 the 8% interest in JEC is cost effective for Kansas ratepayers.

9
10 **Q. What information has Westar provided about the revenues anticipated from the 8%**
11 **interest in JEC?**

12 A. Mr. Ives states on page 12 of his testimony that “In 2019, the monthly revenue from energy
13 sales into the SPP market from the 8% share of JEC is expected to be approximately \$1.4
14 million per month. This expected revenue easily justifies the \$690,000 per month lease
15 expense Westar will incur under the seven-month lease extension, with a net monthly benefit
16 to customers of more than \$700,000.”

17
18 **Q. Do you agree that the lease extension results in a net monthly benefit to ratepayers of**
19 **over \$700,000 as estimated by Westar?**

20 A. No, I do not. Westar’s analysis is fatally flawed in that it ignores both fuel and NFOM costs.
21 Based on Westar’s response to CURB-3, the revenues from sales of the 8% interest from

1 January 28, 2019 through April 30, 2019 were approximately \$21,500 less than the
2 associated fuel costs. Therefore, during this period, the energy revenues from the 8% JEC
3 interest did not even recover the associated fuel costs. Moreover, in addition to fuel costs,
4 Westar incurred NFOM of approximately \$1.924 million relating to the 8% interest in JEC,
5 along with \$690,000 monthly in lease payments. From a financial perspective, the costs of
6 this 8% interest in JEC clearly outweigh the financial benefits.

7
8 **Q. Should Westar have attributed 8% of its fuel and NFOM costs to JEC in any
9 cost/benefit analysis?**

10 A. Yes, it should. Westar suggests that both fuel and NFOM costs are largely fixed and would
11 have been incurred by Westar even if MWP retained its interest in JEC. However, fairness
12 would dictate that the owner of the 8% interest in JEC should be responsible for 8% of the
13 associated costs – regardless of whether those costs are variable, such as fuel, or fixed, such
14 as NFOM labor costs.

15 The KCC should reject Westar's implied argument that ratepayers should be
16 responsible for any costs not recovered from MWP. The Company's argument ignores one
17 major party to this transaction – the Company's shareholders. Simply because Westar is
18 unable to obtain cost recovery from a joint owner is no reason to burden Kansas ratepayers
19 with these additional costs. If Westar had been unable to obtain reimbursement of costs
20 relating to the 8% interest in JEC from MWP, then the Company's shareholders, not its
21 ratepayers, should be responsible for these costs. Ratepayers should not be the guarantor of

1 last resort.

2
3 **Q. Did Westar provide information in the 19-064 Docket suggesting that the cash flow**
4 **from the 8% JEC interest was negative?**

5 A. Yes, it did. As stated in its Brief in that case, Westar prepared a forecast estimating that if
6 MWP retained the 8% JEC interest, MWP would have an annual cash flow shortfall of
7 between \$10 million to \$10.5 million per year over the first three years. In addition, Westar
8 estimated that revenues would not be sufficient to result “in a single year of profits through
9 2034.”⁷ Westar’s analysis, the details of which are confidential, includes several costs that
10 Westar itself may not incur if it assumes ownership of the 8% interest. However, based on
11 Westar’s analysis presented in the 19-064 Docket, it does not appear that the 8% interest in
12 JEC would be profitable to Westar either, especially if a reasonable level of fuel and NFOM
13 costs are allocated to the owner of the 8% interest in JEC.

14
15 **Q. Does the financial analysis submitted by Westar suggest that the assumption of the 8%**
16 **JEC ownership is a bad deal for ratepayers?**

17 A. Yes, it does. Based on the limited financial information provided by Westar, it does not
18 appear that this additional energy will provide a financial benefit to ratepayers. In fact, the
19 opposite is true. Kansas rates will be higher than necessary if the KCC authorizes Westar to
20 acquire the 8% interest in JEC and to pass the associated costs on to ratepayers.

7 Westar Initial Brief, KCC Docket No. 19-MPCE-064-COC, page 8.

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Q. Does Westar need this power in order to provide service to ratepayers in Kansas?

A. No, it does not. As stated in the Company’s response to KIC-11, “Westar does not currently need the 8% interest in JEC to comply with SPP’s capacity reserve requirements.” In addition, in the response to KIC-14, the Company acknowledged that the 8% interest in JEC “has not been included or studied in any IRP [Integrated Resource Plan] planning process.”

Q. In the absence of the Westar/MWP S&A, would ratepayers be responsible for Westar’s litigation costs related to the 8% interest in JEC?

A. I would not dispute that, in the absence of a settlement agreement, it is likely that both Westar and MWP would have incurred additional and perhaps substantial litigation costs. But it does not follow that any such litigation costs would have been the responsibility of Kansas ratepayers. Ratepayers were not responsible for crafting or executing the sale and leaseback arrangement that ultimately gave rise to the 8% interest in JEC and that is the subject of this proceeding. It was Westar’s predecessor that was responsible for the management decisions that resulted in this transaction. Westar, by assuming the lease, took over that responsibility. It is unreasonable for the Company to now attempt to transfer that responsibility to Kansas ratepayers.

If the expiration of the lease agreement resulted in litigation costs, then those costs should be borne by shareholders, who are ultimately responsible for the decisions made by Company management. The sale and leaseback agreement was an integral part of the

1 transactions that gave rise to the acquisition of Centel’s electric utility business in the state of
2 Kansas by UtiliCorp. Both Centel and UtiliCorp benefitted from the acquisition and related
3 sale and leaseback. Ratepayers were bystanders to the negotiations that resulted in this
4 transaction. Therefore, ratepayers should bear no responsibility for any litigation costs that
5 result from termination of the lease. Any litigation costs associated with the lease should be
6 borne by shareholders, unless Westar can demonstrate that the energy and/or capacity is
7 needed to serve Kansas ratepayers and that the 8% interest in JEC is the most economical
8 way to meet this need, neither of which have been demonstrated by Westar in this
9 proceeding.

10
11 **Q. Have Kansas ratepayers benefitted in the past from the sale and leaseback**
12 **arrangement?**

13 A. Perhaps, but whether or not ratepayers have benefitted under the terms of the original lease is
14 irrelevant as to whether or not ratepayers should bear the costs associated with the lease
15 extensions. Given the fact that the KCC authorized the original sale and leaseback
16 transaction, one can assume that the Commission found that ratepayers would not be
17 negatively impacted by the original lease. The fact that customers may have benefitted since
18 1991 is no reason to impose unnecessary costs on ratepayers now. It is indisputable that both
19 Centel’s and UtiliCorp’s shareholders also benefitted from the sale and leaseback agreement,
20 which was a critical element in the acquisition of certain Centel assets by UtiliCorp.
21 Regardless of which parties benefitted, and to what degree, the Commission is now faced

1 with making decisions about the future, not the past. This Commission should examine the
2 proposed ratemaking treatment in light of Westar’s current and future needs to provide
3 electric service to regulated Kansas ratepayers. Based on that criteria, the proposed
4 transaction is neither necessary nor economical.

5
6 **Q. What options does Westar have if the KCC does not authorize the ratemaking
7 treatment proposed by the Company?**

8 A. If the KCC does not approve Westar’s request, then Westar would be free to sell the energy
9 from the 8% interest in JEC to the SPP, and to retain the associated revenues for the benefit
10 of shareholders. Westar could also attempt to enter into a Purchased Power Agreement
11 (“PPA”) type of arrangement, whereby the energy from the 8% interest in JEC could be used
12 to provide service to Kansas ratepayers under a fixed price mechanism. There may be other
13 options available to Westar as well, such as selling the 8% interest in JEC to a third-party. In
14 any case, Westar and its shareholders should be responsible for all fuel and NFOM costs
15 associated with the 8% interest, including any lease payments made to MWP and the
16 purchase price of \$3.7 million.

17
18 **Q. What do you recommend?**

19 A. I recommend that the KCC deny the Company’s request to recover the NFOM and lease
20 payments from Kansas ratepayers. I also recommend that the KCC require Westar to exclude
21 the associated fuel costs from the RECA, as well as future capital costs associated with the

1 8% of capacity. In addition, I recommend that the KCC permit Westar to retain the revenues
2 associated with the sale of energy from the 8% interest in JEC. If, in the future, Westar can
3 demonstrate that the energy or capacity is needed to serve Kansas ratepayers, and that the 8%
4 interest is a cost-effective way of meeting this requirement, then the ratemaking treatment for
5 the 8% interest in JEC can be reevaluated.

6

7 **Q. Does this conclude your testimony?**

8 **A. Yes, it does.**

VERIFICATION

STATE OF FLORIDA)
COUNTY OF BROWARD) ss:

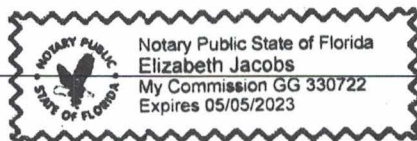
Andrea C. Crane, being duly sworn upon her oath, deposes and states that she is a consultant for the Citizens' Utility Ratepayer Board, that she has read and is familiar with the foregoing Direct Testimony, and that the statements made therein are true to the best of her knowledge, information and belief

Andrea C. Crane
Andrea C. Crane

Subscribed and sworn before me this 30th day of May, 2019.

Notary Public Elizabeth Jacobs

My Commission Expires: _____



<u>Company</u>	<u>Utility</u>	<u>State</u>	<u>Docket</u>	<u>Date</u>	<u>Topic</u>	<u>On Behalf Of</u>
Westar Energy, Inc.	E	Kansas	19-WSEE-355-TAR	6/19	JEC Capacity Purchase	Citizens' Utility Ratepayer Board
Empire District Electric Company	E	Kansas	19-EPDE-223-RTS	5/19	Revenue Requirements	Citizens' Utility Ratepayer Board
Public Service Electric and Gas Co.	E/G	New Jersey	EO18060629/ G018060630	3/19	Energy Strong II Program	Division of Rate Counsel
Southwestern Public Service Company	E	New Mexico	18-00308-UT	2/19	Voluntary Renewable Energy Program	Office of Attorney General
Zero Emission Certificate Program (Various Applicants)	E	New Jersey	EO18080899	1/19	Zero Emission Certificates Subsidy	Division of Rate Counsel
Public Service Company of New Mexico	E	New Mexico	18-00043-UT	12/18	Removal of Energy Efficiency Disincentives	Office of Attorney General
Kansas Gas Service	G	Kansas	18-KGSG-560-RTS	10/18	Revenue Requirements	Citizens' Utility Ratepayer Board
New Mexico Gas Company	G	New Mexico	18-00038-UT	9/18	Testimony in Support of Stipulation	Office of Attorney General
Kansas City Power and Light Company	E	Kansas	18-KCPE-480-RTS	9/18	Revenue Requirements	Citizens' Utility Ratepayer Board
Public Service Electric and Gas Co.	E/G	New Jersey	ER18010029/ GR18010030	8/18	Revenue Requirements	Division of Rate Counsel
Westar Energy, Inc.	E	Kansas	18-WSEE-328-RTS	6/18	Revenue Requirements	Citizens' Utility Ratepayer Board
Southwestern Public Service Company	E	New Mexico	17-00255-UT	4/18	Revenue Requirements	Office of Attorney General
Empire District Electric Company	E	Kansas	18-EPDE-184-PRE	3/18	Approval of Wind Generation Facilities	Citizens' Utility Ratepayer Board
GPE/ Kansas City Power & Light Co., Westar Energy, Inc.	E	Kansas	18-KCPE-095-MER	1/18	Proposed Merger	Citizens' Utility Ratepayer Board
Public Service Electric and Gas Co.	E	New Jersey	GR17070776	1/18	Gas System Modernization Program	Division of Rate Counsel
Southwestern Public Service Company	E	New Mexico	17-00044-UT	10/17	Approval of Wind Generation Facilities	Office of Attorney General
Kansas Gas Service	G	Kansas	17-KGSG-455-ACT	9/17	MGP Remediation Costs	Citizens' Utility Ratepayer Board
Atlantic City Electric Company	E	New Jersey	ER17030308	8/17	Base Rate Case	Division of Rate Counsel
Public Service Company of New Mexico	E	New Mexico	16-00276-UT	6/17	Testimony in Support of Stipulation	Office of Attorney General
Westar Energy, Inc.	E	Kansas	17-WSEE-147-RTS	5/17	Abbreviated Rate Case	Citizens' Utility Ratepayer Board
Kansas City Power and Light Company	E	Kansas	17-KCPE-201-RTS	4/17	Abbreviated Rate Case	Citizens' Utility Ratepayer Board
GPE/ Kansas City Power & Light Co., Westar Energy, Inc.	E	Kansas	16-KCPE-593-ACQ	12/16	Proposed Merger	Citizens' Utility Ratepayer Board
Kansas Gas Service	G	Kansas	16-KGSG-491-RTS	9/16	Revenue Requirements	Citizens' Utility Ratepayer Board
Public Service Company of	E	New Mexico	15-00312-UT	7/16	Automated Metering	Office of Attorney General

<u>Company</u>	<u>Utility</u>	<u>State</u>	<u>Docket</u>	<u>Date</u>	<u>Topic</u>	<u>On Behalf Of</u>
New Mexico					Infrastructure	
Kansas City Power and Light Company	E	Kansas	16-KCPE-160-MIS	6/16	Clean Charge Network	Citizens' Utility Ratepayer Board
Kentucky American Water Company	W	Kentucky	2016-00418	5/16	Revenue Requirements	Attorney General/LFUCG
Black Hills/Kansas Gas Utility Company	G	Kansas	16-BHCG-171-TAR	3/16	Long-Term Hedge Contract	Citizens' Utility Ratepayer Board
General Investigation Regarding Accelerated Pipeline Replacement	G	Kansas	15-GIMG-343-GIG	1/16	Cost Recovery Issues	Citizens' Utility Ratepayer Board
Public Service Company of New Mexico	E	New Mexico	15-00261-UT	1/16	Revenue Requirements	Office of Attorney General
Atmos Energy Company	G	Kansas	16-ATMG-079-RTS	12/15	Revenue Requirements	Citizens' Utility Ratepayer Board
El Paso Electric Company	E	New Mexico	15-00109-UT	12/15	Sale of Generating Facility	Office of Attorney General
El Paso Electric Company	E	New Mexico	15-00127-UT	9/15	Revenue Requirements	Office of Attorney General
Rockland Electric Company	E	New Jersey	ER14030250	9/15	Storm Hardening Surcharge	Division of Rate Counsel
El Paso Electric Company	E	New Mexico	15-00099-UT	8/15	Certificate of Public Convenience - Ft. Bliss	Office of Attorney General
Southwestern Public Service Company	E	New Mexico	15-00083-UT	7/15	Approval of Purchased Power Agreements	Office of Attorney General
Westar Energy, Inc.	E	Kansas	15-WSEE-115-RTS	7/15	Revenue Requirements	Citizens' Utility Ratepayer Board
Kansas City Power and Light Company	E	Kansas	15-KCPE-116-RTS	5/15	Revenue Requirements	Citizens' Utility Ratepayer Board
Comcast Cable Communications	C	New Jersey	CR14101099-1120	4/15	Cable Rates (Form 1240)	Division of Rate Counsel
Liberty Utilities (Pine Buff Water)	W	Arkansas	14-020-U	1/15	Revenue Requirements	Office of Attorney General
Public Service Electric and Gas Co.	E/G	New Jersey	EO14080897	11/14	Energy Efficiency Program Extension II	Division of Rate Counsel
Exelon and Pepco Holdings, Inc.	E	New Jersey	EM14060581	11/14	Synergy Savings, Customer Investment Fund, CTA	Division of Rate Counsel
Black Hills/Kansas Gas Utility Company	G	Kansas	14-BHCG-502-RTS	9/14	Revenue Requirements	Citizens' Utility Ratepayer Board
Public Service Company of New Mexico	E	New Mexico	14-00158-UT	9/14	Renewable Energy Rider	Office of Attorney General
Public Service Company of New Mexico	E	New Mexico	13-00390-UT	8/14	Abandonment of San Juan Units 2 and 3	Office of Attorney General
Atmos Energy Company	G	Kansas	14-ATMG-320-RTS	5/14	Revenue Requirements	Citizens' Utility Ratepayer Board
Rockland Electric Company	E	New Jersey	ER13111135	5/14	Revenue Requirements	Division of Rate Counsel
Kansas City Power and Light Company	E	Kansas	14-KCPE-272-RTS	4/14	Abbreviated Rate Filing	Citizens' Utility Ratepayer Board
Comcast Cable Communications	C	New Jersey	CR13100885-906	3/14	Cable Rates	Division of Rate Counsel
New Mexico Gas Company	G	New Mexico	13-00231-UT	2/14	Merger Policy	Office of Attorney General
Water Service Corporation (Kentucky)	W	Kentucky	2013-00237	2/14	Revenue Requirements	Office of Attorney General

APPENDIX B

Referenced Data Requests:

CURB-3*

KCC-3

KIC-11

KIC-14

*** Voluminous – partial response provided**

Westar
Case Name: 2019 Westar Retail Electric Cost Adjustment (RECA)
Case Number: 19-WSEE-355-TAR

Response to Love Todd Interrogatories - CURB_20190520
Date of Response: 5/29/2019

Question:CURB-3

Please identify, by month from January 2019 to date, all revenues and costs attributable to the 8% JEC capacity that is the subject of this proceeding. Please include all supporting assumptions, workpapers and calculations with your response. In your response, please separately identify and quantify all components of revenue and costs attributable to, or allocated to, the 8% JEC capacity.

Response:

See attached file for summary of costs and revenues. CURB – 3_Costs and Revenues.xlsx.

Response provided by: Rebecca Fowler

Attachments:

QCURB-3_1-Support-JEC_NFOM_Lease_April.pdf
QCURB-3_1-Support-JEC_NFOM_Lease_Feb.pdf
QCURB-3_1-Support-JEC_NFOM_Lease_Jan.pdf
QCURB-3_1-Support-JEC_NFOM_Lease_March.pdf
QCURB-3_Costs and Revenues.xlsx
QCURB-3_Support - JEC Fuel_Jan to April.pdf
QCURB-3_Verification.pdf

Westar Energy, Inc.
Docket No. 19-WSEE-355-TAR
CURB - 3

	Jan	Feb	Mar	Apr
NFOM	366,811	373,829	623,150	560,436
Lease	690,000	690,000	690,000	690,000
Fuel	198,000	1,432,203	957,008	537,032
Market Revenue	434,545	1,133,512	1,004,148	530,481

Westar
Case Name: 2019 Westar Retail Electric Cost Adjustment (RECA)
Case Number: 19-WSEE-355-TAR

Response to Grady Justin Interrogatories - KCC_20190515
Date of Response: 5/28/2019

Question:3

On page 10 of Mr. Darrin Ives' testimony he references two short term lease extensions in order to get the 8% portion of JEC back into service. Please identify the date at which the 8% portion of JEC owned by Midwest Power was returned to service (resumed being bid into the SPP IM). Also, please verify which days after January 4, 2019 the JEC was derated by 8%.

Response:

The JEC 8% was derated (not being bid into the SPP IM) Hour Ending (HE)1 on Jan 4, 2019 and was returned to service (resumed being bid into the SPPIM) HE19 on Jan 28, 2019.

Information Provided By: Grant Wilkerson

Attachment: Q3_Verification.pdf

Westar
Case Name: 2019 Westar Retail Electric Cost Adjustment (RECA)
Case Number: 19-WSEE-355-TAR

Response to French Andrew Interrogatories - KIC_20190510
Date of Response: 5/23/2019

Question:KIC-11

Please confirm Westar does not need to purchase MWP's 8% interest in JEC to comply with SPP's capacity reserve requirement.

Response:

Westar does not currently need the 8% interest in JEC to comply with SPP's capacity reserve requirement.

Information supplied by:

Diane Bechmann, Sr. Engineer, Energy Resource Management

Attachment:

QKIC-11_Verification

Westar
Case Name: 2019 Westar Retail Electric Cost Adjustment (RECA)
Case Number: 19-WSEE-355-TAR

Response to French Andrew Interrogatories - KIC_20190510
Date of Response: 5/23/2019

Question:KIC-14

Please confirm Westar's proposed acquisition of an additional 8% interest in JEC and its associated coal-powered generating capacity has not been included or studied in any integrated resource planning process. If the acquisition has been included or studied in an integrated resource planning process, please identify the proceeding and location of relevant documents and filings.

Response:

The 8% interest in JEC has not been included or studied in any IRP planning process.

Information supplied by:

Diane Bechmann, Sr. Engineer, Energy Resource Management

Attachment:

QKIC-14_Verification.pdf

CERTIFICATE OF SERVICE

19-WSEE-355-TAR

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 4th day of June, 2019, to the following:

COLE BAILEY, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
c.bailey@kcc.ks.gov

MICHAEL DUENES, ASSISTANT
GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
m.duenes@kcc.ks.gov

AMBER SMITH, CHIEF LITIGATION
COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
a.smith@kcc.ks.gov

ANDREW J. FRENCH, ATTORNEY AT
LAW
SMITHYMAN & ZAKOURA, CHTD.
7400 W 110TH ST STE 750
OVERLAND PARK, KS 66210-2362
andrew@smizak-law.com

JAMES P. ZAKOURA, ATTORNEY
SMITHYMAN & ZAKOURA, CHTD.
7400 W 110TH ST STE 750
OVERLAND PARK, KS 66210-2362
jim@smizak-law.com

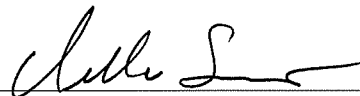
CATHRYN J. DINGES, CORPORATE
COUNSEL
WESTAR ENERGY, INC.
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
cathy.dinges@westarenergy.com

AMY FELLOWS CLINE, ATTORNEY
TRIPLETT, WOOLF & GARRETSON, LLC
2959 N ROCK RD STE 300
WICHITA, KS 67226
amycline@twgfirm.com

TIMOTHY E. MCKEE, ATTORNEY
TRIPLETT, WOOLF & GARRETSON, LLC
2959 N ROCK RD STE 300
WICHITA, KS 67226
TEMCKEE@TWGFIRM.COM

DAVID L. WOODSMALL
WOODSMALL LAW OFFICE
308 E HIGH ST STE 204
JEFFERSON CITY, MO 65101
david.woodsmall@woodsmalllaw.com

TOM POWELL, GENERAL COUNSEL-USD
259
TOM POWELL
903 S. EDGEMOOR
WICHITA, KS 67218
tpowell@usd259.net



Della Smith
Senior Administrative Specialist