

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

**In the Matter of the Joint Application )  
of Westar Energy, Inc. And Kansas Gas)      Docket No. 18-WSEE-328-RTS  
and Electric Company for Approval to )  
Make Certain Changes in Their        )  
Charges for Electric Service         )**

**CROSS-ANSWERING TESTIMONY OF  
PAUL L. CHERNICK  
ON BEHALF OF  
SIERRA CLUB**

Resource Insight, Inc.

**JUNE 22, 2018**

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1 **I. Identification & Qualifications**

2 **Q: Mr. Chernick, please state your name, occupation, and business address.**

3 A: My name is Paul L. Chernick. I am the president of Resource Insight, Inc., 5  
4 Water St., Arlington, Massachusetts.

5 **Q: Are you the same Paul Chernick that filed direct testimony in this**  
6 **proceeding?**

7 A: Yes.

8 **II. Introduction**

9 **Q: On whose behalf are you testifying?**

10 A: I am testifying on behalf of Sierra Club.

11 **Q: What is the purpose of your cross-answering testimony?**

12 A: This testimony responds to the Direct Testimony of Steve Dean on behalf of  
13 KeyCorp and Midwest Power Company (“KeyCorp”) regarding the effect of the  
14 Western Plains Wind farm (“Western Plains” or “WPW”) on KeyCorp’s 8%  
15 interest in the Jeffery Energy Center (“JEC” or “Jeffrey”). Specifically, my  
16 cross-answering testimony addresses Mr. Dean’s claims that the low cost of  
17 wind energy inappropriately displaces the need for more expensive coal  
18 resources and that wind energy increases costs to ratepayers from the continued  
19 operation of coal generation resources.

20 **III. Summary**

21 **Q: Please summarize Mr. Dean’s complaint about the effect of wind energy on**  
22 **coal plants.**

1 A: Mr. Dean claims that the additional wind generation from Western Plains will  
2 result in increased base rates because the “addition of WPW created excess  
3 capacity and impedes the efficient and economic commitment of the JEC.”  
4 (Dean Direct, p. 5, lines 19–20) Mr. Dean’s discussion (at pp. 6–8) can be  
5 summarized as follows:

- 6 • Wind operates with near \$0/MWh variable costs;
- 7 • The low cost of wind-generated power reduces the price that coal generators  
8 receive in the SPP market;
- 9 • Increased wind generation increases cycling requirements of coal plants;
- 10 • Increased cycling requirements will increase the cost of plant equipment  
11 maintenance;<sup>1</sup>
- 12 • Operating at reduced power level and cycling reduces the output of the coal  
13 plants and increases their cost of fuel per MWh;<sup>2</sup>
- 14 • The reduced coal dispatch will result in lower margins from energy sales;
- 15 • Coal plants have limited flexibility to cycle, due to physical stress on the  
16 machinery, resulting in operators running coal plants at a loss in low-price  
17 periods; and
- 18 • The combination of lower price, reduced generation, reduced efficiency, and  
19 increased maintenance increases the cost of the energy delivered by the coal  
20 plants, accelerating retirement of the plants.

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<sup>1</sup> This effect is difficult or impossible to detect in actual O&M costs, such as those reported in Table 8 of my Direct Testimony. Mr. Dean offers no evidence that the effect is likely to be material during the remaining economic life of any Westar coal plant.

<sup>2</sup> Mr. Dean appears to be recognizing here that coal plants operate inefficiently (i.e., with a high heat rate) at low output levels. That is one of the reasons that they are poorly suited to operate in the current regional generation system.

1 Mr. Dean asserts that “the addition of WPW makes the [coal-generated]  
2 electric power delivered to the ratepayer more expensive” and that the coal  
3 plants’ higher operating costs and lower energy sales margins “increase the  
4 revenue requirement necessary to recover the costs of the [capital-intensive]  
5 environmental upgrades.” (Dean Direct, p. 8, lines 8–13)

6 **Q: Is Mr. Dean’s description of the market realities in SPP correct?**

7 A: Yes. Because dispatch in the SPP marketplace is determined primarily by  
8 resources’ bid prices (based on variable costs), wind resources will be  
9 dispatched ahead of coal resources, displacing the more-expensive coal  
10 generation and reducing the lower market price. The coal plants are ill-suited for  
11 operation in a modern power system with large amounts of wind and solar  
12 generation, perform poorly in the current SPP system, and will perform worse in  
13 the future as wind and solar penetration continues to rise.

14 Mr. Dean is probably correct that the addition of Western Plains and other  
15 wind resources increases O&M costs at Jeffrey (Dean Direct, p. 8, lines 8–10) if  
16 measured on a per MWh basis, although such effects are difficult to detect in the  
17 historical data, such as in Table 8 of my Direct Testimony. He is certainly correct  
18 that the availability of enormous amounts of low-cost renewables has reduced  
19 the value of coal resources.<sup>3</sup> Mr. Dean’s description of the SPP market supports  
20 my conclusion in my Direct Testimony that “ratepayers would probably be  
21 better off if Westar stopped making major investments in the plants and  
22 developed a plan for the orderly and expeditious retirement and replacement of

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<sup>3</sup> This effect results from trends much broader than Western Plains or even Westar’s entire wind portfolio. The EIA Form 860 reports that some 13,500 MW of wind have been added in Kansas, Oklahoma and Nebraska (in addition to wind in the SPP portion of Texas and other states) since 2005, with another 2,000 MW planned for operation by 2020.

1 at least some of those plants over the next approximately three to seven years.”  
2 (Chernick Direct, p. 39, lines 5–8).

3 **Q: Is Mr. Dean correct that the integration of wind will result in higher costs to**  
4 **customers?**

5 A: No. In fact, quite the opposite is true. The integration of wind results in lower  
6 costs to ratepayers. Mr. Dean offers no analysis demonstrating that revenue  
7 requirements would increase with increased wind on the Westar system or more  
8 generally in SPP. His major complaint is that, as the coal units are used less, the  
9 cost of their output *per MWh* will increase. But coal revenue requirements  
10 decline as the plants’ usage declines, starting with reduced fuel and variable  
11 O&M, and declining further as units are mothballed or retired, avoiding fixed  
12 O&M, overheads, and capital additions. The reduced usage does not change the  
13 revenue requirements of the remaining historical plant investments (whether  
14 made decades ago or in recent years), although it can reduce future capital  
15 additions.

16 The only analyses of wind economics in the record are Westar’s wind  
17 integration analysis (DR CURB 11; Bridson Direct, pp. 9–10) and my update of  
18 that analysis (Chernick Direct, pp. 35–36), which confirm that Westar’s  
19 ownership of wind resources, well beyond the amount of capacity currently on  
20 the system, would reduce costs to ratepayers. Mr. Dean offers no conflicting  
21 analysis.

22 **Q: Does Mr. Dean address the cost-effectiveness of adding wind generation and**  
23 **reducing coal generation?**

24 A: No. He does not compare the costs and benefits of adding wind. Most of his  
25 economic claims concern the effect of wind on the cost per MWh of coal output.  
26 Since the coal plants are uneconomic, increasing the supply of lower-cost

1 alternatives reduces the amount of coal generation used. For example, if Westar  
2 pays \$15/MWh for wind energy and backs down coal fuel and variable O&M  
3 costing \$23/MWh, customer bills are reduced.<sup>4</sup> The revenue requirements for  
4 the legacy coal investments do not change, either in millions of dollars or in  
5 dollars per megawatt-hour of Westar sales. As the MWh generated by a coal  
6 plant declines, the fixed cost per MWh generated by that plant rises, as a matter  
7 of mathematics, but the total cost to ratepayers declines. Mr. Dean discusses an  
8 increase in the coal price per MWh of coal energy generation, but not the more  
9 relevant reductions in the cost of owning and operating the coal plants and the  
10 total generation revenue requirement.

#### 11 **IV. Jeffrey Contractual Status**

12 **Q: Please briefly describe the ownership structure at Jeffrey.**

13 A: Westar and two affiliated utilities own 92% of Jeffrey, and Wilmington Trust  
14 owns 8% under a sale/leaseback arrangement with Westar. Westar currently sells  
15 that 8% of Jeffrey to Mid-Kansas Electric Cooperative through a long-term  
16 contract. (Bridson Direct, p. 36, lines 6–13). The lease and the contract are  
17 scheduled to expire simultaneously in January 2019. (Bridson Direct, p. 36, lines  
18 8–9).

19 **Q: What is KeyCorp’s interest in the Wilmington Trust arrangement?**

20 A: According to Mr. Dean, the Midwest Power Company is a wholly-owned  
21 subsidiary of KeyCorp and the “sole participant and beneficiary” of the 8%  
22 Wilmington Trust ownership interest in Jeffrey. (Dean Direct, p. 4, lines 6–10).

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<sup>4</sup> If the \$15/MWh wind allows Westar to retire a coal plant, avoiding fixed O&M and capital additions, in addition to fuel and variable O&M, customer costs would be even further reduced.

1 Accordingly, if Westar does not renew the lease, or otherwise acquire the 8%,  
2 Wilmington Trust will be responsible for selling the power in a highly  
3 competitive market, most likely at less than its full operating costs. Wilmington  
4 Trust would be responsible for its 8% share of Jeffrey O&M, including  
5 overheads, and capital additions.

6 **Q: Does Westar intend to extend its entitlement to the 8% of Jeffrey owned by**  
7 **Wilmington Trust?**

8 A: It is unclear. Westar indicates that it does not believe it is in the Company's best  
9 interest to renew the existing contract: "Westar has given notice that we do not  
10 intend to renew the lease under terms of the contract. We are currently working  
11 with the owner to determine if there are alternate terms, under which ownership  
12 of the 8% of JEC would benefit our customers." (DR CURB 18). According to  
13 Mr. Bridson, "these contracts today are priced significantly above current  
14 market values" (Bridson Direct, p. 33, lines 18–19).

15 In some places, Westar indicates that it has no expectation of continuing to  
16 have responsibility for the 8% share:

17 As of the expiration of the sale/leaseback the 8% will no longer be owned  
18 by Westar Energy [for SPP accounting purposes] and we will deregister the  
19 8% portion of Jeffrey absent some form of agreement with Wilmington  
20 Trust Corporation and Westar Energy to participate in the SPP Integrated  
21 Market. Westar Energy is not aware of Wilmington Trust Company's plans  
22 for the 8% of Jeffrey at this time. (DR KCC-257)

23 In other places, Westar indicates that it expects to acquire the 8% share in  
24 some form:

25 [N]egotiations continue regarding Westar's future involvement with the 8%  
26 of JEC owned by Wilmington Trust. Although the potential costs to Westar  
27 are not known and measurable at this time, Westar believes there will be a  
28 level of cost associated with a new lease or ownership related to this 8% of  
29 JEC. (DR KCC-256)



1 In short, Westar has not committed to either acquiring the 8% share under a  
2 new arrangement or to terminating its relationship to that share of Jeffrey. As I  
3 explained in my Direct Testimony, acquisition of the 8% share does not appear  
4 to be prudent.

5 **Q: Does it appear that Westar requires the 8% of Jeffrey (under any**  
6 **contractual or organizational arrangement) for capacity?**

7 A: No. In 2019, Westar will be relieved of both the costs of the 8% share of Jeffrey  
8 and the responsibility of the power-supply contract it supported, so letting  
9 Wilmington Trust retain the 8% share maintains the status quo. Westar does not  
10 need additional capacity for many years, even without the 8% share (DR CURB  
11 18).

12 **V. Ratemaking for Western Plains Wind**

13 **Q: What does Mr. Dean suggest regarding ratemaking for Western Plains?**

14 A: He argues that the Commission should reject the inclusion of Western Plains  
15 into rate base because he does not believe that Westar needs the additional  
16 capacity. Mr. Dean considers it appropriate for the Commission to punish Westar  
17 for “adding unnecessary capacity that adversely impacts the JEC and other coal  
18 plants. Key/MWP wish to discourage Westar from taking similar actions in the  
19 future that could further harm its interest in the JEC and raise costs to  
20 ratepayers.” (Dean Direct, p. 23, lines 4–7)

21 Mr. Dean also suggests that Westar’s decision to own WPW, rather than  
22 purchase power from a third-party developer, “is placing unnecessary financial  
23 risk onto the ratepayer.” (Dean Direct, p. 22, lines 16–17) He identifies “O&M  
24 costs, plant capacity factor, technology obsolescence, regulatory changes, and

1 wind resource variability” as imposing risk on owning wind plants. (Dean  
2 Direct, p. 14, lines 5–7)

3 **Q: How relevant is Mr. Dean’s discussion of wind-ownership risk?**

4 A: It is only peripherally related to any decision that the Commission faces in this  
5 proceeding. Of the five risk factors that Mr. Dean lists, he addresses only one  
6 point in any substantive manner, combining the capacity-factor and resource-  
7 variability concerns and observing that, under worst-case conditions (the P90  
8 wind pattern), the cost of Western Plains would exceed its avoided costs. Mr.  
9 Dean acknowledges that “[t]o be clear, this analysis [at P90 wind levels] does  
10 not reflect my opinion as to the reasonable level of production....” (Dean Direct,  
11 p. 20, lines 20–21), so this point is little more than the recognition that results  
12 vary.<sup>5</sup>

13 Mr. Dean does not discuss the risks to existing wind plants from  
14 “regulatory changes,” so I do not know what, if anything, he might mean. He is  
15 correct that O&M can vary from forecast levels, but he does not demonstrate  
16 that wind O&M has exceeded expectations or that Westar’s estimate is  
17 optimistic.<sup>6</sup>

18 Finally, Mr. Dean asserts that the possibility of technology obsolescence  
19 makes a utility-owned wind farm riskier than a wind farm owned by a third

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<sup>5</sup> Mr. Dean also points out that Fitch Ratings uses unfavorable wind results to test the quality of merchant plant bonds (Dean Direct, pp. 19–20). Since bondholders are concerned with the ability of the plant owner to continue paying interest under worst-case situations, and do not benefit from above-average performance, Fitch’s approach arguably makes sense in assessing the risk of bond default for merchant wind developers. Unlike bondholders, utilities (and their customers) are primarily concerned with minimizing expected total costs, reflecting the full range of outcomes, so Fitch’s worst-case approach is irrelevant to the Commission’s analysis in this case.

<sup>6</sup> Westar provides evidence that its estimate is conservatively high (Bridson Direct, p. 21, lines 19–21) and Mr. Dean has not offered any evidence to the contrary.

1 party and selling to the utility under a long-term PPA. (Dean Direct, p. 15, lines  
2 11–19) His discussion does not demonstrate any such risk. He is correct that the  
3 all-in levelized cost of a megawatt-hour from a wind farm built in 2027 will  
4 likely be less expensive than the all-in levelized cost of Western Plains. But  
5 Western Plains will still be producing energy at a very low avoidable cost, and  
6 will likely be worth operating for many more years, regardless of whether it is in  
7 rate base or selling power under a PPA. In contrast, Westar’s coal plants, with  
8 their high avoidable costs, are largely obsolete now and will likely be even more  
9 obsolete in the future.

10 **Q: Is it appropriate to exclude Western Plains from rate recovery because**  
11 **Westar would not be capacity-short without it?**

12 A: No. As I understand the situation, Westar believes that building and operating  
13 Western Plains will prove to be less expensive than running its existing coal  
14 plants and purchasing power from SPP. (Bridson Direct, p. 9, lines 10–13; p. 12,  
15 lines 20–22). Accordingly, customers benefit from the lower power-supply costs,  
16 as well as reduced emissions.

17 **Q: Is it appropriate to exclude Western Plains from rate recovery because**  
18 **Westar owns the plant, rather than purchasing the power from a third**  
19 **party?**

20 A: No. Mr. Dean has not shown any damage to ratepayers from Westar owning  
21 Western Plains rather than purchasing wind power from a third party. If the  
22 Commission were to determine that the levelized cost of Western Plains  
23 ownership is higher than that of a contemporaneous PPA, even after adjustments  
24 for other factors (such as the benefits of operating the owned resources after the  
25 PPA would have ended) the appropriate response would be to reduce recovery to

1 the PPA level, or give Westar the option of reducing costs by selling the plant to  
2 a merchant operator. But no such showing has been made here.

3 **Q: In summary, how do you recommend that the Commission respond to Mr.**  
4 **Dean’s testimony?**

5 A: The Commission should treat Mr. Dean’s recitation of the woes of his client’s  
6 8% share of Jeffrey as further evidence that Westar should not acquire that share  
7 and that the fate of all Westar’s coal plants should be subject to further scrutiny.

8 With respect to the ratemaking for Western Plains, the Commission should  
9 reject Mr. Dean’s stated purpose for excluding the plant from rate base, which is  
10 to “discourage Westar from taking similar actions in the future.” (Dean Direct p.  
11 23, lines 5–6), by which he means “adding unnecessary [wind] capacity that  
12 adversely impacts the JEC and other coal plants.” (Id, lines 4–5). The  
13 Commission should be protecting ratepayers, not merchant generators or any  
14 particular legacy technology.<sup>7</sup>

15 Since Western Plains, and additional wind resources, would be economic  
16 for ratepayers, the Commission should encourage Westar to acquire more wind,  
17 not discourage it. While Mr. Dean has not shown that Western Plains is more  
18 expensive than a contemporaneous wind PPA, if the Commission finds that  
19 some other party has made such a case, the appropriate remedy would be to  
20 restructure the ownership or cost recovery of Western Plains, rather than exclude  
21 the plant from rate base.

22 **Q: Does this conclude your cross-answering testimony?**

23 A: Yes.

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<sup>7</sup> As Mr. Dean acknowledges, keeping Western Plains out of rate base will not improve the economics of Jeffrey. (Dean Direct page 23, lines 1–2)

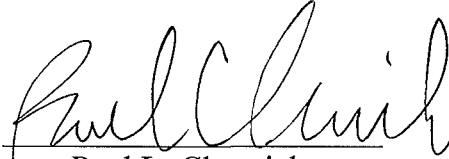
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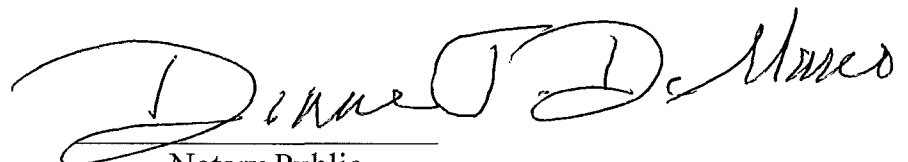
**AFFIDAVIT OF PAUL L. CHERNICK**

County of Middlesex                    )  
  ) ss  
State of Massachusetts                )

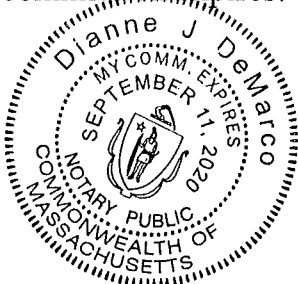
I, Paul L. Chernick, of lawful age and being duly sworn, state and affirm the following: that the foregoing prepared testimony in question and answer format constitutes my Cross-Answering Testimony in the above-captioned proceeding; that the answers set forth therein were given by me and that I have knowledge of the matters set forth in such answers; and that the answers contained therein are true and correct to the best of my information, knowledge, and belief.

  
\_\_\_\_\_  
Paul L. Chernick

SUBSCRIBED AND SWORN before me this 22<sup>nd</sup> day of June, 2018.

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

My commission expires:



## **CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify that on this 22nd day of June, 2018, a true and correct copy of the above and foregoing Cross-Answering Testimony of Paul L. Chernick On Behalf of Sierra Club was electronically delivered to the following individuals:

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