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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I. Identification & Qualifications

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

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

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

A: Yes.

II. Introduction

Q: On whose behalf are you testifying?

A: I am testifying on behalf of Sierra Club.

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

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

III. Summary

Q: Please summarize Mr. Dean's complaint about the effect of wind energy on coal plants.

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

- Wind operates with near $0/MWh variable costs;
- The low cost of wind-generated power reduces the price that coal generators receive in the SPP market;
- Increased wind generation increases cycling requirements of coal plants;
- Increased cycling requirements will increase the cost of plant equipment maintenance;[1]
- Operating at reduced power level and cycling reduces the output of the coal plants and increases their cost of fuel per MWh;[2]
- The reduced coal dispatch will result in lower margins from energy sales;
- Coal plants have limited flexibility to cycle, due to physical stress on the machinery, resulting in operators running coal plants at a loss in low-price periods; and
- The combination of lower price, reduced generation, reduced efficiency, and increased maintenance increases the cost of the energy delivered by the coal plants, accelerating retirement of the plants.

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[1] 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.

[2] 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.

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

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

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

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

[3] 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.

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

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

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

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

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

A: No. He does not compare the costs and benefits of adding wind. Most of his economic claims concern the effect of wind on the cost per MWh of coal output. Since the coal plants are uneconomic, increasing the supply of lower-cost alternatives reduces the amount of coal generation used. For example, if Westar pays $15/MWh for wind energy and backs down coal fuel and variable O&M costing $23/MWh, customer bills are reduced.[4] The revenue requirements for the legacy coal investments do not change, either in millions of dollars or in dollars per megawatt-hour of Westar sales. As the MWh generated by a coal plant declines, the fixed cost per MWh generated by that plant rises, as a matter of mathematics, but the total cost to ratepayers declines. Mr. Dean discusses an increase in the coal price per MWh of coal energy generation, but not the more relevant reductions in the cost of owning and operating the coal plants and the total generation revenue requirement.

IV. Jeffrey Contractual Status

Q: Please briefly describe the ownership structure at Jeffrey.

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

Q: What is KeyCorp's interest in the Wilmington Trust arrangement?

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

[4] 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.

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

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

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

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

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

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

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

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

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

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

V. Ratemaking for Western Plains Wind

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

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

Mr. Dean also suggests that Westar's decision to own WPW, rather than purchase power from a third-party developer, "is placing unnecessary financial risk onto the ratepayer." (Dean Direct, p. 22, lines 16–17) He identifies "O&M costs, plant capacity factor, technology obsolescence, regulatory changes, and wind resource variability" as imposing risk on owning wind plants. (Dean Direct, p. 14, lines 5–7)

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

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

Mr. Dean does not discuss the risks to existing wind plants from "regulatory changes," so I do not know what, if anything, he might mean. He is correct that O&M can vary from forecast levels, but he does not demonstrate that wind O&M has exceeded expectations or that Westar's estimate is optimistic.[6]

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

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[5] 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 is this case.

[6] 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.

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

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

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

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

A: No. Mr. Dean has not shown any damage to ratepayers from Westar owning Western Plains rather than purchasing wind power from a third party. If the Commission were to determine that the levelized cost of Western Plains ownership is higher than that of a contemporaneous PPA, even after adjustments for other factors (such as the benefits of operating the owned resources after the PPA would have ended) the appropriate response would be to reduce recovery to the PPA level, or give Westar the option of reducing costs by selling the plant to a merchant operator. But no such showing has been made here.

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

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

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

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

Q: Does this conclude your cross-answering testimony?

A: Yes.

[7] 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 22nd day of June, 2018.

Notary Public

My commission expires:

Dianne J DeMarco
MY COMM. EXPIRES
SEPTEMBER 11, 2020
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

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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