

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Application of Great Plains Energy)
Incorporated, Kansas City Power & Light Company, and) 18-KCPE-095-MER
Westar Energy, Inc. for Approval of the Merger of Westar)
Energy, Inc. and Great Plains Energy Incorporated.)

TESTIMONY IN SUPPORT OF
NON-UNANIMOUS SETTLEMENT AGREEMENT

PREPARED BY
LEO M. HAYNOS
UTILITIES DIVISION
KANSAS CORPORATION COMMISSION

March 12, 2018

Settlement Testimony of Leo M. Haynos
Docket No. 18-KCPE-095-MER

1 **Q. Would you please state your name and business address?**

2 **A. My name is Leo M. Haynos. My business address is 1500 Southwest Arrowhead Road,**
3 **Topeka Kansas, 66604.**

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

5 **A. I am employed by the Kansas Corporation Commission (Commission) as the Chief**
6 **Engineer.**

7 **Q. Are you the same Leo M. Haynos who previously filed Direct Testimony in this**
8 **Docket on January 29, 2018?**

9 **A. Yes, I am.**

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

11 **A. My testimony recommends Commission approval of the Settlement Agreement**
12 **(Agreement) with respect to the impact of the Agreement on customer quality of service**
13 **and other conditions related to monitoring the future operations of the post-merger**
14 **companies. Specifically, I address conditions 36 through 39 and 40b of the Agreement.**
15 **In support of settlement, I discuss how the terms of the Agreement provide assurance that**
16 **quality of service does not deteriorate after the merger and how the Agreement's**
17 **conditions satisfy the relevant Merger Standards set by the Commission.**

18 **Q. What Merger Standards are addressed by your testimony?**

19 **A. With respect to reliability and customer quality of service, my testimony in support of the**
20 **Agreement addresses the following merger standards:**

- 21 • (a)(iii): Whether ratepayer benefits from the transaction can be quantified;
- 22 • (c): Whether the proposed transaction will be beneficial... to communities in the area
- 23 served by the resulting public utility operations; and

- 1 • (h): What impact, if any, the transaction has on public safety.

2 **Q. Are there additional Merger Standards dealing with utility operations that are not**
3 **addressed in your testimony?**

4 **A. Yes there are two Merger Standards related to utility operations that I do not address in**
5 **my testimony in support of settlement. They are:**

- 6 • (b) The effect of the transaction on the environment; and
7 • (f) Whether the transaction maximizes the use of Kansas energy resources.

8 **Q. Why did you choose to not include a discussion on these Merger Standards with**
9 **respect to the Agreement?**

10 **A. For these two matters, Staff's position and recommendations have not changed from the**
11 **position filed in our Direct Testimony. Also, Staff and the Applicants are generally in**
12 **agreement regarding the effect of the merger on these two standards.**

13 **Q. What is Staff's position regarding the effect of the merger on the environment?**

14 **A. Staff's analysis concludes the merger will have no impact on the environment in Kansas.**
15 **The Direct Testimony of Staff Witness Walter Drabinski provides Staff's analysis on this**
16 **topic.¹**

17 **Q. What is Staff's position regarding the effects of the merger maximizing the use of**
18 **Kansas energy resources?**

19 **A. Mr. Drabinski's Direct Testimony concludes the proposed merger will reduce the use of**
20 **energy resources in Kansas. The reduction is based on a recent Integrated Resources**
21 **Plan (IRP) options analysis, and it appears to be economically viable.² Mr. Drabinski's**
22 **testimony provides a detailed analysis of the IRP and concludes the IRP was done in a**
23 **manner consistent with industry standards.³ In other words, if the IRP is accurate, the**
24 **proposed merger will maximize the economic viability of Kansas' generating resources.**
25 **Therefore Staff considers the merger as meeting this condition of the Merger Standards.**

26 **Q. Is there any concern that the forecasts contained in the IRP may be inaccurate?**

27 **A. Yes. For that reason, Staff believes planned plant closures, capital investments, and**
28 **operations in general of the post-merger companies should be closely monitored. These**

¹ See Direct Testimony of Walter Drabinski, lines 4-12, page 11 and pages 24-25.

² See Direct Testimony of Walter Drabinski, lines 1-4, page 12 and pages 24-25.

³ See Direct Testimony of Walter Drabinski, lines 6-9, page 25 and pages 26-34.

1 concerns are addressed below in my discussion of the Agreement's conditions 38, 39, and
2 40b.

3
4 **DESCRIPTION OF CONDITIONS IN SETTLEMENT AGREEMENT RELATED**
5 **TO CUSTOMER QUALITY OF SERVICE**

6 **Q. Which conditions in the Agreement are related to reliability?**

7 **A.** Conditions 36 through 39 and 40b of the Agreement⁴ address reliability performance and
8 reporting requirements.

9 **Q. Please describe Condition 36 of the Agreement.**

10 **A.** Condition 36 adopts the minimum reliability performance metrics and penalties for
11 failure to perform that are included in the Agreement as Attachment 4.⁵ Paragraph 49 of
12 the Agreement adopts Staff's recommendation to require any penalties incurred to be
13 invested in items intended to improve quality of service and not be recoverable from
14 customers in the cost of service. In response to Staff's recommendation that system
15 reliability should be improving, Condition 36 requires an annual report of post-merger
16 reliability metrics as compared to the average of the previous five years of reliability
17 statistics with a discussion of any reliability degradation that may occur. Condition 36
18 also requires mandatory annual reporting on the post-merger operating areas activities in
19 IT consolidation, vegetation management, post-storm after action reviews, and results of
20 transmission system patrols.

21

⁴ See Attachments 1, 4 and 5 of the Settlement Agreement.

⁵ Exhibits BA-2 and BA-3 of Attachment 4 of the Settlement Agreement.

1 **Q. Does Condition 36 establish an improvement of the Applicants' quality of service**
2 **performance?**

3 **A.** No. Condition 36 provides an incentive to the Applicants to minimize degradation of the
4 quality of service metrics identified in Attachment 4 of the Agreement. It also provides a
5 series of reporting requirements that allows Staff and other interested parties to closely
6 monitor the effects of the merger on customers' quality of service.

7 **Q. Regarding the merger standards, does Condition 36 provide quantifiable benefits to**
8 **ratepayers or to the communities served by the Applicants?**

9 **A.** Indirectly, I believe Condition 36 provides a benefit to ratepayers over that of current
10 operations. At present, Westar and KCP&L-Kansas have no financial incentive to limit
11 reliability degradation. Under the terms of Condition 36, the post-merger operating areas
12 would face significant financial penalties for at least three years if the system reliability
13 degrades below the threshold levels listed in Attachment 4 of the Agreement. In my
14 opinion, setting a floor on reliability should be viewed as a positive step for customers.

15 **Q. What is addressed in Condition 37 of the Agreement regarding system reliability?**

16 **A.** Condition 37 provides a long-term plan for system reliability, and it provides specificity
17 to the monitoring program described in Condition 36. Condition 37 requires Staff,
18 CURB and the Applicants to participate in a compliance docket that will jointly develop
19 an update of the reliability reporting requirements found in Docket 02-GIME-365-GIE
20 (02-365) and evaluate setting permanent reliability standards for the post-merger
21 operating areas. The proposed compliance docket would also jointly develop reporting
22 requirements for specific categories of the Applicants' operations and maintenance
23 activities that are mutually agreed upon by the parties. The operations and maintenance

activities report will supplement the activity reports listed in Condition 36 and will be used to evaluate the impact of Applicants' post-merger operations with respect to reliability and quality of service.

Q. Is a compliance docket a more appropriate venue for developing reliability standards for the Applicants than the merger docket?

A. In my opinion, yes. In its direct testimonies, Staff advocates for setting targets to improve the post-merger companies' reliability performance and requiring the companies' current performance to not degrade lower than the average performance seen over the last five years. However, improving – or even maintaining – reliability performance will require capital investment. In Staff's opinion, a separate docketed proceeding will allow all interested parties to focus their deliberation on what reliability metrics best represent the expectations of today's electricity customers and what is the most cost effective means to achieve those targets.

Q. What types of activities and maintenance reports are envisioned by Condition 37?

A. The types of reports to be developed in the compliance docket prescribed by Condition 37 are best characterized as anticipatory monitoring criteria in the Direct Testimony of Staff witness, Walter Drabinski.⁶

Q. Is a compliance docket a more appropriate venue than the merger docket for developing a list of reporting requirements for operations and maintenance monitoring?

A. I believe so. As in the case of reliability performance standards, a separate docketed proceeding allows the participants to develop a clear rationale and record for what

⁶ See Pages 47-51, Direct Testimony of Walter Drabinski.

categories should be included in the reports, how the line items will be reported, and what is expected to be derived from the reports.

Q. Regarding the merger standards, does Condition 37 provide quantifiable benefits to ratepayers or to the communities served by the Applicants?

A. If reliability standards are developed and adopted by the Commission through the compliance docket, Condition 37 will deliver quantifiable benefits to the ratepayers. The reporting requirements envisioned by Condition 37 will provide the benefit to ratepayers of transparency into the Applicants' routine operations regarding maintenance of the existing infrastructure. Although difficult to quantify, transparency of operations will allow Staff and other interested parties to correlate the condition of infrastructure maintenance with the reported reliability metrics and to understand the need for future investments in programs such as Westar's Electric Distribution and Grid Resiliency (EDGR) program.

Q. What is addressed in Condition 38 of the Agreement regarding system reliability?

A. Similar to Condition 37, Condition 38 requires an additional compliance docket to be created to provide annual reports of capital spending for Westar and KCP&L Kansas. Staff's proposal and rationale for a Capital Resource Plan tracker is discussed in detail in the Direct Testimony of Mr. Drabinski.⁷ The compliance docket is expected to establish the types of capital projects to be included in the report as well as what parameters for each project should be reported. It should also be noted that, while not specifically stated, it is the Applicant's, CURB, and Staff's intent that the compliance docket also will establish when, or if, the capital spending report should sunset.

⁷ See pages 37-40 and Appendix D of the Direct Testimony of Walter Drabinski.

1 **Q. Again, is a compliance docket necessary in order to establish a condition requiring**
2 **reporting?**

3 **A.** As previously discussed, a separate proceeding is thought to be the best means of
4 developing a process for reporting and assuring the reported items are meaningful in
5 assisting Staff and other interested parties in the evaluation of the Applicants' capital
6 spending plans.

7 **Q. Regarding the merger standards, does Condition 38 provide quantifiable benefits to**
8 **ratepayers or to the communities served by the Applicants?**

9 **A.** Indirectly, Condition 38 is beneficial to the merger because it assists Staff in evaluating
10 the operations of the post-merger utility. I view Condition 38 as providing supplemental
11 information for monitoring the overall progress of the post-merger companies during the
12 rate moratorium period proposed by the Agreement. The Applicants have stated they
13 expect \$6 billion of capital spending over the 5-year rate moratorium.⁸ Condition 55 of
14 the Agreement also acknowledges the Applicants' commitment to meeting the capital
15 requirements of the utilities. A detailed reporting mechanism as envisioned by Condition
16 38 will allow Staff and other interested parties to understand the need for a given
17 expenditure and its impact on the utility and its ratepayers.

18 **Q. Are there additional conditions in the Agreement that are related to customer**
19 **quality of service?**

20 **A.** Yes. Conditions 39 and 40b are additional reporting requirements. Condition 39 requires
21 the Applicants to provide advance notice to Staff of generation unit retirements greater
22 than 20MW of capacity. Condition 40b requires the Applicants to provide a profile of the

⁸ See lines 4-5, page 20, Direct Testimony of Anthony D. Somma.

1 number of personnel at each physical work location on a quarterly basis. As in the
2 previously discussed conditions, these two reporting requirements will provide Staff with
3 data on the progress and effects of the merger process.

4 **Q. Do the conditions discussed in your testimony support Merger Standard (h): What**
5 **impact, if any, the transaction has on public safety?**

6 **A.** Yes. A reliable, well maintained, resilient, and responsive electric utility provides the
7 foundation for a safe, sufficient and efficient public utility. Conditions 36 through 40b
8 support these characteristics of a public utility.

9 **Q. Please provide a summary of your testimony.**

10 **A.** If approved, the proposed merger will result in a combined company that is the largest
11 public utility in Kansas. The success of the merger – especially during the rate
12 moratorium period – depends in large part on the accuracy of the cost savings estimates
13 included in the combined company’s efficiency charters. With respect to customer
14 quality of service, Conditions 37 through 40b of the Agreement are expected to result in
15 improved reliability. In addition, the robust monitoring program outlined in the
16 conditions provides Staff with the means of evaluating the progress of the post-merger
17 operations in a timely manner. A thorough evaluation of the merger progress will also
18 provide transparency to the ratepayer regarding the delivered quality of service and its
19 impact on rates.

20 **Q. Do you have any recommendations for the Commission regarding the proposed**
21 **Settlement Agreement?**

22 **A.** With respect to customer quality of service, I recommend the Commission approve the
23 Settlement Agreement.

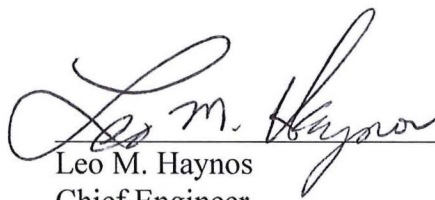
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- 1 **Q.** Does this conclude your testimony?
- 2 **A.** Yes.

STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

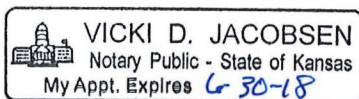
VERIFICATION

Leo M. Haynos, being duly sworn upon his oath deposes and states that he is the Chief Engineer for the Kansas Corporation Commission of the State of Kansas, that he has read and is familiar with the foregoing *Staff Testimony in Support of Non-Unanimous Settlement Agreement*, and attests that the statements contained therein are true and correct to the best of his knowledge, information and belief.



Leo M. Haynos
Chief Engineer

Subscribed and sworn to before me this 12th day of March, 2018.





Notary Public

My Appointment Expires:

June 30, 2018

CERTIFICATE OF SERVICE

18-KCPE-095-MER

I, the undersigned, certify that a true and correct copy of the above and foregoing Staff Leo Hayno's Testimony in Support of Non-Unanimous Settlement Agreement was served via electronic service this 12th day of March, 2018, to the following:

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