

Exhibit No.:  
Issue: Fuel, Purchased Power, Wholesale  
Sales,  
Witness: Burton L. Crawford  
Type of Exhibit: Rebuttal Testimony  
Sponsoring Party: Kansas City Power & Light Company  
Case No.: ER-2016-0285  
Date Testimony Prepared: December 30, 2016

**MISSOURI PUBLIC SERVICE COMMISSION**

**CASE NO.: ER-2016-0285**

**REBUTTAL TESTIMONY**

**OF**

**BURTON L. CRAWFORD**

**ON BEHALF OF**

**KANSAS CITY POWER & LIGHT COMPANY**

**Kansas City, Missouri  
December 2016**

**REBUTTAL TESTIMONY**

**OF**

**BURTON L. CRAWFORD**

**Case No. ER-2016-0285**

1 **Q: Please state your name and business address.**

2 A: My name is Burton L. Crawford. My business address is 1200 Main, Kansas City,  
3 Missouri 64105.

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

5 A: I am employed by Kansas City Power & Light Company (“KCP&L” or “Company”) as  
6 Director, Energy Resource Management.

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

8 A: I am testifying on behalf of KCP&L.

9 **Q: Are you the same Burton L. Crawford who filed Direct Testimony in this**  
10 **proceeding?**

11 A: Yes, I am.

12 **Q. What is the purpose of your rebuttal testimony?**

13 A: I will briefly address fuel model related issues in the Revenue Requirement Cost of  
14 Service Report filed by the Missouri Public Service Commission Staff (“Staff”) in this  
15 proceeding.

16 **Q: Do you have any concerns with the Staff’s Fuel, Purchased Power and Off-System**  
17 **Sales modeling and amounts included in the cost of service model?**

18 A: Yes. There are at least three issues that should be addressed at true-up. These are related  
19 to: (1) the treatment of a firm wholesale sales contract, (2) the computation of capacity

1 sales revenue, and (3) the exclusion of energy purchases from a new wind purchased  
2 power agreement. Items such as these have historically been addressed at true-up, and  
3 the Company anticipates that Staff will do so.

4 **Q: What is the issue regarding the energy sale under a firm sales contract?**

5 A: KCP&L entered into a firm energy sales agreement with the City of Chanute, Kansas  
6 (“City”) that runs from March 1, 2012 to December 31, 2016. This contract has not been  
7 renewed or extended by the City or the Company. Since this contract will have expired  
8 by the true up date in this case, the Company has excluded this sale from firm sales in the  
9 fuel modeling, and instead allows the energy represented by the contract to be sold in the  
10 non-firm wholesale sales market operated by Southwest Power Pool.

11 In determining the amount of firm energy sales and demand revenues, Staff has  
12 included the energy and demand revenues from the City contract, but has not included the  
13 energy impact of the contract in the fuel model. Thus, the cost to supply this energy has  
14 not been included in Staff’s case. KCP&L believes that this sale should not be included  
15 in the case because it expires at the true-up date. However, if the Commission  
16 determines that it is appropriate to include sales from this contract, then the load used in  
17 the fuel modeling should be increased to recognize the costs to serve it.

18 **Q: What is the issue with the capacity sales revenue computation?**

19 A: KCP&L has entered into a capacity sales agreement with KCP&L Greater Missouri  
20 Operations Company (“GMO”) that runs from June 1, 2016 to May 31, 2021. In the  
21 Company’s case, the annualized revenues from this contact period have been included in  
22 the cost of service model. In the Staff’s case, they have included only the actual contract

1 revenues for the twelve months ended June 30, 2016. Thus, they have only included one  
2 month's revenue in their cost of service.

3 **Q: What is the issue with the wind purchase power contract?**

4 A: KCP&L has entered into a 120 MW purchase power contract with Osborn Wind Energy,  
5 LLC for wind generation that started commercial operations on December 15, 2016. The  
6 Company included the expected energy generation from this site and the related costs in  
7 its case. The Staff has not included this contract in their direct case as it was not in  
8 operation as of June 30, 2016. This generation resource and its related costs should be  
9 included in the Staff's true-up case.

10 **Q: Does that conclude your testimony?**

11 A: Yes, it does.

