

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

REBUTTAL TESTIMONY OF

KIMBERLY H. WINSLOW

**ON BEHALF OF EVERGY KANSAS
CENTRAL, INC. AND EVERGY KANSAS SOUTH, INC.**

**IN THE MATTER OF THE APPLICATION OF
EVERGY KANSAS CENTRAL, INC. AND
EVERGY KANSAS SOUTH, INC. FOR APPROVAL TO MAKE
CERTAIN CHANGES IN THEIR CHARGES FOR ELECTRIC SERVICE
PURSUANT TO K.S.A: 66-117.**

Docket No. 25-EKCE-294-RTS

JULY 3, 2025

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

2 A: My name is Kimberly H. Winslow. My business address is 1200 Main Street, Kansas City,
3 Missouri 64105.

4 **Q. Are you the same Kimberly H. Winslow who prefiled direct testimony in this docket**
5 **on January 31, 2025?**

6 A: Yes, I am.

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

8 A: My rebuttal testimony will address Staff and CURB's testimonies on the Stay Connected
9 Pilot (“SCP”) Program. Specifically, I will address Staff’s objection to the permissibility
10 of the SCP Program and then I will address CURB’s suggested modifications to the
11 program design. First, however, I will address corrections to the proposed tariff for the SCP
12 Program.

13 **Q. What tariff corrections do you offer?**

14 A: I request the Commission accept these two tariff corrections:

- 15 • EKC inadvertently referenced Missouri rather than Kansas in its proposed tariff.¹ The
16 Company will be using Kansas Department of Children and Families (“DCF”) criteria,
17 not Missouri criteria, as a guide to qualify EKC participants.
- 18 • The proposed tariff should reference that the budget being requested is \$1.6 million
19 rather than \$2.0 million.² My direct testimony is consistent with the request for \$1.6
20 million.

¹ Evergy Kansas Central tariff, General Terms and Conditions, 14.01 Evergy Stay Connected Pilot Program, Section 14, Sheet 1.

² Evergy Kansas Central tariff, General Terms and Conditions, 14.01 Evergy Stay Connected Pilot Program, Section 14, Sheet 1.

1 These corrections are reflected in the revised SCP Program tariff attached to my rebuttal
2 testimony as **Exhibit KHW-1**.

3 **Q: Please summarize the SCP Program that EKC requests in this case.**

4 A: The SCP Program is a three-year pilot designed to keep income-eligible EKC residents
5 current on their account by relieving some of their financial burden. By offering monthly
6 bill credits, the program helps customers avoid getting into a crisis situation by offering
7 more manageable monthly bills. Below is a summary of the SCP Program as proposed by
8 EKC in my direct testimony:

- 9 • Eligible residential customers must be current on their account or be enrolled in a
10 payment plan.
- 11 • Customer's income must be within 250% of the Federal Poverty Guidelines ("FPL").
- 12 • EKC estimates up to 2,500 customers could be enrolled at any given time.
- 13 • EKC will partner with Promise Pay, and The Salvation Army to cross promote other
14 programs, including the Low-income Assistance Energy Program ("LIEAP").
- 15 • Maximum amount of the credit allowed will be up to \$100 per month.
- 16 • EKC proposes program costs be funded 100% by rate revenues and socialized among
17 all residential customers.

18 **Q: Is Staff supportive of the SCP Program?**

19 A: No. Staff states the SCP Program is a 'lifeline' rate and is unreasonably discriminatory and
20 unduly preferential because it gives a 'special rate' to some customers due to income but
21 is not available to all customers.³ EKC does not view this program as unjustly
22 discriminatory or unduly preferential. And it is not a 'lifeline' rate, but rather a credit.

³ A. Jackson Direct, Pages 31-34.

1 Customers who are low-income are reasonably distinct among other customer classes or
2 circumstances. Additionally, the benefits of the program, which are not just for low-income
3 but for all customers, provide a reasonable basis for approval by the Commission as
4 allowed under the applicable law as I understand it from a lay person's perspective.

5 Mr. Ives provides a more detailed response in his rebuttal to Staff's position
6 regarding the legality of the SCP Program under Kansas law.

7 **Q: How does the SCP Program compare to other similar national programs?**

8 A: It is very similar. Nationally, as of 2024, more than 30 states have approved or implemented
9 utility low-income rates or discount programs where income-qualified households receive
10 a discount or bill credits funded by other customers. These programs typically use income
11 thresholds at 200–300% of the FPL, similar to the proposed EKC program. The SCP
12 Program helps low-income customers maintain service continuity and avoid arrearages.

13 **Q: Please explain why Staff recommends removal of the SCP Program costs from EKC's**
14 **cost of service.**

15 A: Staff classifies the SCP Program as a 'lifeline' rate and relies upon certain decisions by
16 Kansas courts and the Commission to conclude the SCP Program is impermissible under
17 Kansas law.

18 **Q: Why does EKC disagree with Staff's position?**

19 A. We disagree because Staff's view is overly strict and narrow, unnecessarily limiting the
20 Commission's rate setting authority. It overplays the *Jones* decision⁴ while ignoring the
21 language in decisions of other courts and in KCC orders that would allow for approval of
22 the SCP Program. The courts have repeatedly stated that the Commission has very broad

⁴ *Jones v. Kansas Gas & Electric*, 222 Kan. 390 (1977).

1 discretion in establishing a rate design⁵, and what is required is that there be a reasonable
2 basis for the rates adopted.⁶ While the legal analysis on this will be in the parties' post-
3 hearing briefs, my lay person's review causes me to conclude that Kansas law allows for
4 reasonable classifications among customer types if they are not arbitrary. Courts and
5 commissions have upheld distinctions where the classification is based on real differences
6 and the underlying policy for the decision supports the public interest.

7 **Q. Why do you say Staff overplays the *Jones* decision?**

8 A. Again, I am not an attorney. But as a lay person, I think Staff reads the *Jones* decision too
9 broadly.⁷ That case dealt with a very specific late payment fee situation – not a rate design
10 for utility service.⁸ Furthermore, the concept that “one class of consumers shall not be
11 burdened with the costs created by another class” is not the end-all in the inquiry. A class
12 cost of service study (“CCOS”) is a starting point in rate design, and the courts and KCC
13 frequently approve or adopt rates that reflect other important considerations – such as
14 keeping customers on the network so they can contribute to fixed cost recovery and
15 reducing disconnection and collection expenses that are paid by all customers.

16 For these reasons, EKC disagrees with Staff's recommendation and believes the
17 KCC has flexibility to approve the SCP Program as being in the public interest. The
18 Commission has broad discretion to determine what is in the public interest, especially

⁵ *Midwest Gas Users Ass'n v. Kansas Corp. Com'n*, 5 Kan.App.2d 653, 751 (1981) (“*Midwest I*”) – Rate design involves a policy decision which is legislative in nature and the KCC's orders in that regard demand utmost deference from the judicial branch.

⁶ *Midwest II* - A rate structure imposing differing rates on different classes will be upheld if there is a reasonable basis to support it.

⁷ *Midwest Gas Users Association v. State Corp. Com'n*, 3 Kan.App.2d 376, 391 (1979) “*Midwest I*”) - The court said, “We think *Midwest* reads too much into an unexceptionable but abstract statement of law. In *Jones* the court dealt with two commodities, credit and collection expense, which were quite distinct from the utilities' basic service, which was the sale of electricity.”

⁸ *Id.*

1 when it comes to affordability and service continuity. Assisting low-income households
2 with maintaining electric service promotes health, safety, and economic stability,
3 consistent with the goals of Kansas and past regulatory decisions.

4 **Q. What are CURB's concerns with the SCP Program?**

5 A: CURB outlines five concerns and/or recommendations:

- 6 • CURB expects SCP Program enrollment to exceed EKC's projections.
- 7 • CURB proposes a modified definition of Qualified Customer and recommends
8 changing the SCP Program eligibility from 250% to 200% FPL.
- 9 • CURB recommends Average Payment Plan as a requirement for participation in the
10 SCP Program.
- 11 • CURB recommends shareholders fund the administrative costs of the SCP Program.
- 12 • CURB recommends that EKC adjust its revenue requirement that reflects the benefits
13 of the SCP Program.
- 14 • CURB recommends that excess program funds remaining at the end of the SCP
15 Program term be carried forward for the next iteration, if the program is renewed or
16 continues in a modified manner.

17 I address each of these in my rebuttal testimony below.

18 **Q. How do you respond to CURB's concern that SCP Program enrollment will exceed**
19 **EKC's projections?**

20 A: I do not dispute that there is a great deal of uncertainty right now with respect to federal
21 LIHEAP⁹ funding, and any reductions or elimination of LIHEAP funding will only

⁹ LIHEAP stands for Low Income Home Energy Assistance Program. It is a federally funded program that helps low-income households with their energy bills. The term LIEAP (Low-Income Energy Assistance Program) is often used interchangeably and is the name used to refer to the state of Kansas' implementation of the federal LIHEAP.

1 increase pressure on this segment of customers and increase the need for programs like the
2 SCP Program. EKC has been in discussions with policy makers, elected officials and the
3 National Energy & Utility Affordability Coalition (“NEUAC”) and is tracking the current
4 federal administration’s efforts to transition those federal LIHEAP administrative duties to
5 other federal staff. However, while LIHEAP is threatened to be reduced, the administration
6 did release to the states the supplemental 10% of funds from FY 2025.

7 EKC designed the SCP Program as a pilot so that we can learn more about its value
8 to participating and non-participating customers. Approval of this pilot is a first step, and
9 EKC is committed to evaluating the key performance indicators as outlined in my direct
10 testimony so that a determination can be made regarding the “right” budget level if or when
11 the Company requests a permanent program. EKC also offers that the SCP Program will
12 experience a ramp period in enrollments as it will take time to create awareness for the
13 program, collaborate with identified partners, enroll customers and implement the
14 application process. If SCP Program availability fills quickly, changes in outreach will be
15 slowed to match the program demand. Additionally, EKC will continue its targeted and
16 customized outreach to income-eligible customers to make them aware of the Kansas
17 LIEAP, other resources and provide application assistance. This targeted approach will
18 help customers navigate resources and allow EKC Customer Affairs team to manage the
19 SCP Program applications. For the pilot program, EKC will track all enrollments as is done
20 with our similar Missouri Economic Relief Program (“ERPP”) and will discontinue taking
21 enrollments if the applications exceed openings and funding.

22 **Q. How do you respond to CURB’s concern over EKC’s definition of “Qualified**
23 **Customer”?**

1 A: EKC accepts CURB's recommendation to modify the definition of a Qualified Customer
2 to "A customer who satisfies the eligibility requirements of the Stay Connected Pilot
3 Program."

4 **Q. How do you respond to CURB's recommendation to change the SCP Program**
5 **eligibility from 250% to 200% FPL?**

6 A: CURB believes EKC's proposed 250% FPL eligibility criteria to be too expansive and
7 prefers that the program focus on the most vulnerable customer. While EKC designed the
8 SCP Program to be flexible in its support for the state's working poor as well as those with
9 very low income, given the ongoing uncertainty with LIHEAP, EKC acknowledges
10 CURB's concern and supports CURB's recommendation to modify the eligibility criteria
11 to 200% FPL.

12 **Q. How do you respond to CURB's recommendation for calculating the SCP bill credit**
13 **amount?**

14 A: CURB is concerned that EKC's proposal to use an average of a customer's 12-month usage
15 to set the SCP bill credit will be too low in summer months and too high in winter months.
16 However, Evergy has operated its Missouri ERPP that has a similar credit mechanism for
17 15 years without experiencing the issues CURB identifies.

18 **Q. CURB recommends that participants be required to enroll in the Average Payment**
19 **Plan. Do you agree?**

20 A: No, I do not believe that it is appropriate to require customers to be on Average Payment
21 Plan as an eligibility requirement. CURB is concerned that participants' energy bills may

1 be zero in any given month, thereby creating a sense of a free social welfare program.¹⁰

2 Everygy has not had issues with its Missouri ERPP, and EKC disagrees with this statement.

3 **Q. CURB further proposes bill credits be limited to the lesser of 40% of the monthly bill**
4 **or under \$100. Do you agree?**

5 A: No. This adjustment is unnecessary and would require a fluctuating bill credit amount. The
6 pilot program needs to be simple and straightforward, and this additional requirement
7 would be confusing to a participant to understand percents and what to expect month over
8 month.

9 **Q. CURB proposes that program administrative costs be borne by shareholders rather**
10 **than included in the program budget. How do you respond?**

11 A: EKC estimates annual administrative costs of \$175,000, which is included in the \$1.6
12 million pilot budget. EKC's request to recover these administrative costs within EKC's
13 revenue requirements is reasonable and consistent with regulatory policy which says a
14 regulated utility should be allowed to recover in its rates the reasonable costs of providing
15 service to its customers. The costs of administering EKC's customer programs are
16 unavoidable and reasonable costs of service. There is no basis for disallowing these costs
17 for the SCP Program. Mr. Ives addresses this, as well, in his rebuttal testimony.

18 **Q. What are these administrative costs?**

19 A. These are costs incurred by EKC for income verification, application processing, and
20 targeted communications to promote the ESC program, increase awareness and
21 engagement in the KS LIEAP, provide application assistance and program evaluation. I
22 note EKC is not requesting additional budget for internal program management and is

¹⁰ Franz Direct Testimony, Page 12, Lines 11-16

1 committed to absorbing the costs of the incremental program effort among its existing
2 employees during the pilot period.

3 **Q. If Evergy's shareholders do not bear the SCP administrative costs, do you agree with**
4 **CURB's statement that "[a]s proposed it is residential ratepayers who would be fully**
5 **committed to the SCP"**¹¹?

6 A: CURB's statement implies that Evergy will only be committed to the SCP Program if
7 shareholders bear the cost of the SCP Program administrative costs. I wholly disagree with
8 CURB's implication. As the Commission can see from the success of our Missouri ERPP,
9 we are committed to ensuring that the SCP Program is a success, that the key performance
10 indicators are met or exceeded (if applicable), and that all customers (participating and
11 non-participating) benefit from this program. EKC's request for recovery of administrative
12 costs of this program through revenue requirements rather than through its shareholders in
13 no way diminishes the Company's commitment to its communities. EKC is proud to offer
14 this program as an option for its regulators to approve, providing an additional opportunity
15 for customers who are experiencing hardship to have greater security with respect to their
16 electric bill, and reaping the overall benefits of the program for all our customers. EKC
17 will be fully committed to assisting eligible customers and making the program a success.

18 **Q. CURB also recommends that excess program funds remaining at the end of the SCP**
19 **Program term should be carried forward for the next iteration if the SCP Program is**
20 **renewed or continues in a modified manner. Is that acceptable to EKC?**

21 A. Yes. EKC agrees any remaining funds at the end of the SCP Program be carried forward
22 for the next iteration of the program until all funds are used by eligible customers.

¹¹ Franz Direct Testimony, Page 14.

1 **Q. Lastly, CURB recommends that EKC adjust its revenue requirement in this case to**
2 **reflect the expected benefits of the SCP Program. How do you respond?**

3 A: Company witness Darrin Ives will address this recommendation by CURB in his rebuttal
4 testimony.

5 **Q. Please summarize your recommendations.**

6 A: I recommend the following:

- 7 • The Commission accepts the above corrections to the SCP Program proposed tariff.
- 8 • The Commission find the SCP Program offers benefits system-wide in addition to
9 the direct benefits for low-income customers and reject Staff's notion that the
10 Commission's authority is so limited as to prevent it from approving the SCP
11 Program on the basis that it is *unreasonably* discriminatory and *unduly* preferential.
- 12 • The Commission approve the SCP Program as proposed by EKC with the following
13 modifications recommended by CURB:
 - 14 ○ Revised definition of "Qualified Customer"
 - 15 ○ Change the SCP Program eligibility from 250% to 200% FPL
 - 16 ○ Remaining funds at the end of the SCP Program be carried forward for the
17 next iteration of the program until all funds are used by eligible customers
- 18 • The Commission reject CURB's recommendations (1) to require a participant
19 enroll in the average payment plan, (2) that bill credits be limited to the lesser of
20 40% of the monthly bill or under \$100, and (3) that Evergy's shareholders be
21 required to pay the annual administrative costs of the SCP Program.

22 **Q. Does this conclude your Rebuttal testimony?**

23 A: Yes.

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE Section 14

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed _____

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 4 Sheets

GENERAL TERMS AND CONDITIONS

14.01 EVERGY STAY CONNECTED PILOT PROGRAM

Purpose

The Evergy Stay Connected Program (ESCP) offered by the Company provides an opportunity to relieve the financial hardship experienced by our most vulnerable customers. Our goal for this program is to help customers in the lowest income brackets remain consistent on their accounts and remain connected.

Application

This ESCP is applicable to qualified customers for residential service billed under Schedule R. The ESCP will, on a pilot basis, provide participants with a fixed credit on their monthly bill (ESCP credit), for a period up to 24 months from the billing cycle designated by the Company as the participant's first month until the billing cycle designated as the participant's last for ESCP. At the end of the 24- month period, a customer may reapply to participate further in the program through the term of the pilot program.

Definition

Qualified Customer: A customer receiving residential service under Schedule R, who is classified as income-eligible by the ~~Missouri Department of Social Services~~ Kansas Department of Children and Families criteria, and whose annual household income is no greater than 250% of the federal poverty level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of the 42 U.S.C. 9902 (2).

Applicant: A Qualified Customer who submits an ESCP application for the ESCP credit.

Participant: An Applicant who agrees to the terms of the ESCP and is accepted by the Company.

Program Funds: Annual ratepayer funding for the ESCP is \$~~1,600,000~~2,000,000. The ~~\$1,600,000~~2,000,000 annual sum of ratepayer funding shall be the "program funds." Funding will also be used to support program administration.

Agencies: The social service agencies service the Company's service territory that qualify and assist ESCP customers pursuant to written contract between the Company and the Agencies.

Issued January 31 2025
Month Day Year

Effective September 26 2025
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE _____ Section 14

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed _____

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 2 of 4 Sheets

GENERAL TERMS AND CONDITIONS

Availability

Service under this rate schedule shall be available to participants in the Company's service area limited to the available funds and who satisfy the following eligibility requirements:

- 1) Participant must be a customer receiving residential service under the Company's Schedule R.
- 2) Participant's annual household income must be verified initially, and annually thereafter, as being no greater than 250 percent (250%) of the federal poverty level.
- 3) Participants who have outstanding arrearages will enter into special pay arrangements as mutually agreed to by both the Participant and the Company.
- 4) Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that is later made public will not be associated with the participant's name.
- 5) Any provision of the Company's rules and regulations applicable to the Company's Schedule R customers will also apply to ESCP participants.
- 6) Participants will not be subject to late payment penalties while participating in the program.

Energy Assistance

- 1) Participants who have not previously completed an application for LIEAP (Low Income Energy Assistance Program) agree to apply for LIEAP when the program becomes available. The Company, through the Agencies, shall assist ESCP participants with completion of the LIEAP application when such assistance is requested.
- 2) Applicants agree to apply for any other available energy savings and assistance programs identified by the Company.

Credit Amount

Participants shall receive the available ESCP credit for so long as the participant continues to meet the ESCP eligibility requirements and reapplies to the program as required.

Issued January 31 2025
Month Day Year

Effective September 26 2025
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE _____ Section 14

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 3

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed _____

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 4 Sheets

GENERAL TERMS AND CONDITIONS

Participants shall receive the ESCP credit in the amount of each participant's average bill for the most recent 12 months bills, not to exceed \$100 per month. The credit amount will be determined by the Company at the time of enrollment.

Discontinuance and Reinstatement

The Company will discontinue a participant's ESCP credit for any of the following reasons:

- 1) If the Company, through the Agencies, determines the participant no longer meets the eligibility requirements set forth in this tariff.
- 2) If the participant submits a written request to the Company asking that the ESCP credit be discontinued.
- 3) If the participant does not conform to the Company's rules and regulations as approved by the Kansas Corporate Commission, and as a result the participant has Schedule R service discontinued.

Reinstatement of the ESCP credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of the Company.

Misapplication of the ESCP Credit

Providing incorrect or misleading information to obtain the ESCP credit shall constitute a misapplication of the ESCP credit. If this occurs the Company may discontinue the ESCP credit and rebill the account for the amount of all ESCP credits received by the participant. Failure to reimburse the Company for the misapplication of the ESCP credits may result in termination of customer's electric service pursuant to the Company's rules and regulations. However, nothing in this experimental tariff shall be interpreted as limiting the Company's rights under any provision of any applicable law or tariff.

Other Conditions

The ESCP program has been designed so that the Company neither profits from nor incurs losses as a result of offering this experimental program.

Costs of administering the program, including those costs charged by the Agencies, shall be paid from the program funds.

The Company will gather and maintain participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of the program.

Issued January 31 2025
Month Day Year

Effective September 26 2025
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE _____ Section 14

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 4

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed _____

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 4 of 4 Sheets

GENERAL TERMS AND CONDITIONS

The Company should make non-confidential data, as well as any and all program evaluations that are conducted, available to the parties.

The pilot program may be evaluated in any Company rate or complaint case. The evaluation shall be conducted by an independent third-party evaluator under contract with the Company, that is acceptable to the Company and Commission Staff. The costs of the evaluator shall be paid from the program funds.

If any program funds in excess of actual program expenses remain at the end of the ESC program, they shall be made available to future ESCP expenditures until exhausted or allocated to another KS rate jurisdiction with a higher demand for the ESCP.

Issued January 31 2025
Month Day Year

Effective September 26 2025
Month Day Year

By _____
Darrin Ives, Vice President

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

VERIFICATION

Kimberly Winslow, being duly sworn upon her oath deposes and states that she is the Sr Director Energy Solutions, for Evergy, Inc., that she has read and is familiar with the foregoing Testimony, and attests that the statements contained therein are true and correct to the best of her knowledge, information and belief.

Kimberly H. Winslow
Kimberly Winslow

Subscribed and sworn to before me this 3rd day of July 2025.

Leslie R. Wines
Notary Public

My Appointment Expires May 30, 2026



CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been emailed, this 3rd day of July 2025, to all parties of record as listed below:

USD 259
903 South Edgemoor Room 113
Wichita, KS 67218

JAMES G. FLAHERTY, ATTORNEY
ANDERSON & BYRD, L.L.P.
216 S HICKORY
PO BOX 17
OTTAWA, KS 66067-0017
jflaherty@andersonbyrd.com

ELIZABETH A. BAKER, ATTORNEY AT LAW
BAKER, STOREY, & WATSON
1603 SW 37TH STREET
TOPEKA, KS 66611
ebaker@bakerstorey.com

NICK SMITH, MANAGER OF KANSAS
REGULATION
BLACK HILLS ENERGY CORPORATION
601 North Iowa Street
Lawrence, KS 66044
nick.smith@blackhillscorp.com

ROB DANIEL, Director of Regulatory
BLACK HILLS/KANSAS GAS UTILITY COMPANY
LLC D/B/A Black Hills Energy
601 NORTH IOWA STREET
LAWRENCE, KS 66044
rob.daniel@blackhillscorp.com

DOUGLAS LAW, ASSOCIATE GENERAL
COUNSEL
BLACK HILLS/KANSAS GAS UTILITY COMPANY,
LLC D/B/A BLACK HILLS ENERGY
1731 WINDHOEK DRIVE
LINCOLN, NE 68512
douglas.law@blackhillscorp.com

KURT J. BOEHM, ATTORNEY
BOEHM, KURTZ & LOWRY
36 E SEVENTH ST STE 1510
CINCINNATI, OH 45202
kboehm@bklawfirm.com

JODY KYLER COHN, ATTORNEY
BOEHM, KURTZ & LOWRY
36 E SEVENTH ST STE 1510

CINCINNATI, OH 45202
jkylercohn@bklawfirm.com

JOSEPH R. ASTRAB, CONSUMER COUNSEL
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Joseph.Astrab@ks.gov

TODD E. LOVE, ATTORNEY
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Todd.Love@ks.gov

SHONDA RABB
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Shonda.Rabb@ks.gov

DELLA SMITH
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Della.Smith@ks.gov

MELISSA M. BUHRIG, Exec. Vice President, Gen.
Counsel & Secretary
CVR REFINING CVL, LLC
2277 Plaza Dr., Ste. 500
Sugar Land, TX 77479
mmbuhrig@CVREnergy.com

JASON T GRAY, ATTORNEY
DUNCAN & ALLEN
1730 Rhode Island Ave., NW
Suite 700
Washington, DC 20036
jtg@duncanallen.com

Justin Bieber
ENERGY STRATEGIES, LLC
PARKSIDE TOWERS
215 S STATE ST STE 200
SALT LAKE CITY, UT 84111
jbieber@energystrat.com

CATHRYN J. DINGES, SR DIRECTOR &

REGULATORY AFFAIRS COUNSEL
EVERGY KANSAS CENTRAL, INC
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
Cathy.Dinges@evergy.com

LESLIE WINES, Sr. Exec. Admin. Asst.
EVERGY KANSAS CENTRAL, INC
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
leslie.wines@evergy.com

COLE A BAILEY, CORPORATE COUNSEL
DIRECTOR
EVERGY KANSAS SOUTH, INC. D/B/A EVERGY
KANSAS CENTRAL
818 S KANSAS AVE, PO Box 889
TOPEKA, KS 66601-0889
cole.bailey@evergy.com

DARRIN IVES, VP - REGULATORY AFFAIRS
EVERGY METRO, INC D/B/A EVERGY KANSAS
METRO
One Kansas City Place
1200 Main St., 19th Floor
Kansas City, MO 64105
DARRIN.IVES@EVERGY.COM

RONALD A. KLOTE, DIRECTOR, REGULATORY
AFFAIRS
EVERGY METRO, INC D/B/A EVERGY KANSAS
METRO
ONE KANSAS CITY PLACE
1200 MAIN, 19TH FLOOR
KANSAS CITY, MO 64105
ronald.klote@evergy.com

DAVID BANKS, CEM, CEP
FLINT HILLS ENERGY CONSULTANT
117 S PARKRIDGE
WICHITA, KS 67209
david@fheconsultants.net

DANIEL J BULLER, ATTORNEY
FOULSTON SIEFKIN LLP
7500 COLLEGE BOULEVARD, STE 1400
OVERLAND PARK, KS 66201-4041
dbuller@foulston.com

MOLLY E MORGAN, ATTORNEY
FOULSTON SIEFKIN LLP
1551 N. Waterfront Parkway
Suite 100
Wichita, KS 67206

mmorgan@foulston.com

LEE M SMITHYMAN, ATTORNEY
FOULSTON SIEFKIN LLP
7500 COLLEGE BOULEVARD, STE 1400
OVERLAND PARK, KS 66201-4041
lsmithyman@foulston.com

C. EDWARD WATSON, ATTORNEY
FOULSTON SIEFKIN LLP
1551 N. Waterfront Parkway
Suite 100
Wichita, KS 67206
CEWATSON@FOULSTON.COM

JAMES P ZAKOURA, ATTORNEY
FOULSTON SIEFKIN LLP
7500 COLLEGE BOULEVARD, STE 1400
OVERLAND PARK, KS 66201-4041
jzakoura@foulston.com

JAKE MILLER, COUNSEL
GRISSOM MILLER LAW FIRM LLC
1600 GENESSEE STREET
STE 460
KANSAS CITY, MO 64102
JAKE@GRISSOMMILLER.COM

Constance Chan, Senior Category Manager -
Electricity & Business Travel
HF SINCLAIR EL DORADO REFINING LLC
2323 Victory Ave. Ste 1400
Dalla, TX 75219
constance.chan@hfsinclair.com

Jon Lindsey, Corporate Counsel
HF SINCLAIR EL DORADO REFINING LLC
550 E. South Temple
Salt Lake City, UT 84102
jon.lindsey@hfsinclair.com

CHRIS UBEL, BUSINESS MANAGER
IBEW LOCAL UNION NO. 304
3906 NW 16TH STREET
TOPEKA, KS 66615

BRIAN G. FEDOTIN, GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Brian.Fedotin@ks.gov

PATRICK HURLEY, CHIEF LITIGATION
COUNSEL
KANSAS CORPORATION COMMISSION

1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Patrick.Hurley@ks.gov

CARLY MASENTHIN, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
Carly.Masenthin@ks.gov

LORNA EATON, MANAGER OF RATES AND
REGULATORY AFFAIRS
KANSAS GAS SERVICE, A DIVISION OF ONE
GAS, INC.
7421 W 129TH STREET
OVERLAND PARK, KS 66213
lorna.eaton@onegas.com

LORNA EATON, MANAGER RATES &
REGULATORY - OKE01026
KANSAS GAS SERVICE, A DIVISION OF ONE
GAS, INC.
7421 W 129TH STREET
OVERLAND PARK, KS 66213
invoices@onegas.com

ROBERT E. VINCENT, MANAGING ATTORNEY
KANSAS GAS SERVICE, A DIVISION OF ONE
GAS, INC.
7421 W. 129TH STREET
OVERLAND PARK, KS 66213
robert.vincent@onegas.com

VALERIE SMITH, ADMINISTRATIVE ASSISTANT
MORRIS LAING EVANS BROCK & KENNEDY
800 SW JACKSON
SUITE 1310
TOPEKA, KS 66612-1216
vsmith@morrislaing.com

TREVOR WOHLFORD, ATTORNEY
MORRIS LAING EVANS BROCK & KENNEDY
800 SW JACKSON
SUITE 1310
TOPEKA, KS 66612-1216
twohlford@morrislaing.com

GLEENDA CAFER, MORRIS LAING LAW FIRM
MORRIS LAING EVANS BROCK & KENNEDY
CHTD
800 SW JACKSON STE 1310
TOPEKA, KS 66612-1216
gcafer@morrislaing.com

RITA LOWE, PARALEGAL
MORRIS LAING EVANS BROCK & KENNEDY

CHTD
300 N MEAD STE 200
WICHITA, KS 67202-2745
rlowe@morrislaing.com

WILL B. WOHLFORD, ATTORNEY
MORRIS LAING EVANS BROCK & KENNEDY
CHTD
300 N MEAD STE 200
WICHITA, KS 67202-2745
wwohlford@morrislaing.com

TIM OPITZ
OPITZ LAW FIRM, LLC
308 E. HIGH STREET
SUITE B101
JEFFERSON CITY, MO 65101
tim.opitz@opitzlawfirm.com

ANNE E. CALLENBACH, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
acallenbach@polsinelli.com

FRANK A. CARO, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
fcaro@polsinelli.com

JARED R. JEVONS, ATTORNEY
POLSINELLI PC
900 W 48TH PLACE STE 900
KANSAS CITY, MO 64112
JJEVONS@POLSINELLI.COM

Greg Wright
Priority Power Mgt.
12512 Augusta Dr
Kansas City, KS 66109
gwright@prioritypower.com

KACEY S MAYES, ATTORNEY
TRIPLETT, WOOLF & GARRETSON, LLC
2959 N ROCK RD STE 300
WICHITA, KS 67226
ksmayes@twgfir.com

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

JOHN J. MCNUTT, General Attorney

U.S. ARMY LEGAL SERVICES AGENCY
REGULATORY LAW OFFICE
9275 GUNSTON RD., STE. 1300
FORT BELVOIR, VA 22060-5546
john.j.mcnutt.civ@army.mil

KEVIN K. LACHANCE, CONTRACT LAW
ATTORNEY
UNITED STATES DEPARTMENT OF DEFENSE
ADMIN & CIVIL LAW DIVISION
OFFICE OF STAFF JUDGE ADVOCATE
FORT RILEY, KS 66442
kevin.k.lachance.civ@army.mil

KEVIN K. LACHANCE, CONTRACT LAW
ATTORNEY
UNITED STATES DEPARTMENT OF DEFENSE
ADMIN & CIVIL LAW DIVISION
OFFICE OF STAFF JUDGE ADVOCATE
FORT RILEY, KS 66442
kevin.k.lachance.civ@army.mil

/s/ Cathy Dinges

Cathy Dinges