

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

In the Matter of the Application of Evergy Kansas)	
Metro, Inc., Evergy Kansas South, Inc., and)	Docket No. 25-EKME-315-TAR
Evergy Kansas Central, Inc. for Approval of)	
Large Load Power Service Rate Plan and)	
Associated Tariffs.)	

SETTLEMENT TESTIMONY OF KEVIN C. HIGGINS

ON BEHALF OF THE

DATA CENTER COALITION

September 5, 2025

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1 **I. INTRODUCTION**

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

3 A. My name is Kevin C. Higgins. My business address is 111 East Broadway, Suite 1200,
4 Salt Lake City, Utah, 84111.

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

6 A. I am a Principal in the firm of Energy Strategies, LLC. Energy Strategies is a private
7 consulting firm specializing in economic and policy analysis applicable to energy
8 production, transportation, and consumption.

9 **Q. On whose behalf are you testifying in this proceeding?**

10 A. My testimony is being sponsored by the Data Center Coalition (“DCC”).

11 **Q. Please describe your professional experience and qualifications.**

12 A. My academic background is in economics, and I have completed all coursework and field
13 examinations toward a Ph.D. in Economics at the University of Utah. In addition, I have
14 served on the adjunct faculties of both the University of Utah and Westminster College,
15 where I taught undergraduate and graduate courses in economics from 1981 to 1995. I
16 joined Energy Strategies in 1995, where I assist private and public sector clients in the
17 areas of energy-related economic and policy analysis, including evaluation of electric and
18 gas utility rate matters.

19 Prior to joining Energy Strategies, I held policy positions in state and local
20 government. From 1983 to 1990, I was an economist, then assistant director, for the Utah
21 Energy Office, where I helped develop and implement state energy policy. From 1991 to
22 1994, I was chief of staff to the chairman of the Salt Lake County Commission, where I

1 was responsible for development and implementation of a broad spectrum of public policy
2 at the local government level.

3 **Q. Have you ever testified before the Kansas Corporation Commission**
4 **(“Commission”)?**

5 A. Yes. I testified in Docket No. 18-WSEE-328-RTS, the 2018 general rate case of Westar
6 Energy (“Westar”), which was a predecessor to the Evergy Kansas companies; Westar’s
7 2015 general rate case, Docket No. 15-WSEE-115-RTS; Westar’s 2013 general rate
8 proceeding, Docket No. 13-WSEE-629-RTS; Westar’s 2011 general rate proceeding,
9 Docket No. 12-WSEE-112-RTS; Westar’s 2009 abbreviated rate proceeding, Docket No.
10 09-WSEE-925-RTS; Westar’s 2008 general rate proceeding, Docket No. 08-WSEE-1041-
11 RTS; and Westar’s 2005 general rate proceeding, Docket No. 05-WSEE-981-RTS. I also
12 testified in Westar’s rate consolidation filing, Docket No. 09-WSEE-641-GIE.

13 **Q. Have you testified before utility regulatory commissions in other states?**

14 A. Yes. I have testified in approximately 310 proceedings on the subjects of utility rates and
15 regulatory policy before state utility regulators in Alaska, Arizona, Arkansas, Colorado,
16 Florida, Georgia, Idaho, Indiana, Illinois, Kansas, Kentucky, Michigan, Minnesota,
17 Montana, Nevada, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon,
18 Pennsylvania, South Carolina, Texas, Utah, Virginia, Washington, West Virginia, and
19 Wyoming. I have also filed affidavits in proceedings at the Federal Energy Regulatory
20 Commission.

1 **II. OVERVIEW AND CONCLUSIONS**

2 **Q. What is the purpose of your testimony in this proceeding?**

3 A. My testimony supports the Unanimous, Comprehensive Settlement Agreement
4 (“Settlement Agreement”) among the Staff of the State Corporation Commission of the
5 State of Kansas (“Staff”), Evergy Metro, Inc. d/b/a/ Evergy Kansas Metro (“Evergy
6 Kansas Metro”), Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. (together as
7 “Evergy Kansas Central”) (collectively “Evergy”); the Citizens’ Utility Ratepayers Board;
8 DCC; the Sierra Club; the National Resources Defense Council; Google LLC; the Kansas
9 Industrial Consumers Group; Occidental Chemical Corporation; Lawrence Paper
10 Company; Spirit AeroSystems, Inc.; Associated Purchasing Services; Unified School
11 District #233, Olathe Schools District; The Goodyear Tire & Rubber Company; Unified
12 School District No.232, Johnson County, Kansas; Blue Valley School District USD 229;
13 and Shawnee Mission School District USD 512 (collectively, the “Joint Movants”).¹

14 **Q. What is your recommendation to the Commission regarding the Settlement**
15 **Agreement?**

16 A. I recommend that the Commission approve the Settlement Agreement in its entirety. I
17 believe the Settlement Agreement results in just and reasonable rates and furthers the
18 public interest.

¹ See Kansas Corporation Commission (“KCC”) Docket No. 25-EKME-315-TAR, *Joint Motion for Approval of Unanimous Settlement Agreement and Amendment to the Procedural Schedule*, Attachment 1: Unanimous Comprehensive Settlement Agreement (Aug. 18, 2025). Unified School District No. 259, Sedgwick County, Kansas and Panasonic Energy Corporation of North America do not oppose the Settlement Agreement.

1 **III. BACKGROUND ON THE DATA CENTER COALITION**

2 **Q. Please describe DCC.**

3 A. DCC is the national membership association for the data center industry, representing
4 leading data center owners and operators who maintain data center infrastructure across
5 the country and globe. DCC supports the data center community through public policy
6 advocacy, thought leadership, stakeholder outreach, and community engagement. DCC
7 also advocates for a highly skilled and diverse technology workforce, greater access to
8 clean energy, and a competitive business environment to support the growth and success
9 of this essential business sector. DCC has 38 members, including prospective customers
10 of Evergy and companies with business interests in Evergy’s service territories.

11 **Q. What are data centers?**

12 A. Data centers are facilities that house computing machines and related hardware. They
13 provide the essential digital infrastructure that supports the applications, platforms and
14 services people rely on every day.

15 In 2022, the U.S. digital economy accounted for \$2.6 trillion of value added (10%
16 of U.S. GDP), \$1.3 trillion of compensation, and 8.9 million jobs. From 2017 to 2022, this
17 segment of the economy grew at an annual rate of 7.1%, more than triple the rate of the
18 rest of the economy.² Data centers are a critical component of the digital economy and an
19 enabler of its growth and benefits.

20 **Q. What is DCC’s interest in this proceeding?**

21 A. In this proceeding, Evergy proposed the Large Load Power Service (“LLPS”) rate plan
22 that will likely impact data center customers. The proposed tariff includes terms and

² See Bureau of Economic Analysis, “U.S. Digital Economy: New and Revised Estimates 2017-2022” (Dec. 2023). Available at: [SCB, U.S. Digital Economy: New and Revised Estimates, 2017–2022, December 2023](#).

conditions that substantially depart from the Company's existing large customer rate schedules (Schedules ILP/LPS). DCC's members rely on reliable and affordable electric service and consequently have a substantial interest in ensuring service on just and reasonable terms to support their businesses over the short- and long-term.

IV. OVERVIEW OF THE SETTLEMENT AGREEMENT

Q. Please provide a brief overview of the Settlement Agreement.

A. The Settlement Agreement provides for the establishment of a new rate schedule, Schedule LLPS, which will be required for: (i) any new facility with a peak load forecast reasonably expected to be 75 MW or greater; or (ii) any existing customers, who as of the effective date of Schedule LLPS, have a monthly maximum demand that is reasonably expected to expand by 75MW.³

LLPS customers will be required to take service at substation or transmission-level voltage and to commit to a minimum contract term of 12 years; in addition, the customer may add an optional load ramp period of up to five years. Notably, LLPS customers will be subject to a minimum billing demand of 80% of contract capacity applicable to the Demand Charge, Transmission Delivery Charge, other demand-based riders, and the Reactive Demand Adjustment. In addition, LLPS customers will be subject to a Customer Charge and a Grid Charge, the latter of which will recover substation and transmission-related costs and will be set at the higher of the monthly maximum demand occurring in the last twelve months or the minimum billing demand. Moreover, LLPS customers

³ The Settlement Agreement also provides that customers locating in Kansas as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced manufacturing, aerospace, distribution, logistics, and transportation, food and agriculture; or professional and technical services have the option to choose to receive service under Schedule LLPS or, upon reaching an agreement with Evergy, to enter into a special contract with Evergy for the provision of electric service that is approved by the Commission under its applicable standards.

1 eligible for Evergy's Economic Development Rider would be subject to a Cost
2 Stabilization Rider, which would have the effect of offsetting, through additional charges,
3 any economic development discounts that the LLPS customer might receive.

4 The Settlement Agreement also includes provisions governing how an LLPS
5 customer can reduce its contract capacity. At a high level, these provisions allow for a
6 reduction of contract capacity without penalty of 10% or 25 MW, whichever is less, after
7 five years, with prescribed notice. In addition, an LLPS customer can request a reduction
8 greater than this amount, with prescribed notice, subject to a capacity reduction fee based
9 on the remaining minimum demand obligations. Importantly, Evergy commits to use
10 reasonable efforts to mitigate the capacity reduction fee owed by the LLPS customer. Such
11 mitigation can occur if Evergy is able to re-assign the reduced capacity to another party.

12 LLPS customers will also be subject to enhanced collateral requirements as
13 specified in the Settlement Agreement.

14 **Q. What happens if Evergy draws on a cash deposit or Letter of Credit or Guarantee,**
15 **or otherwise receives a cash exit fee from an LLPS customer?**

16 A. The Settlement Agreement provides that Evergy will defer the amount received minus any
17 amount used to pay for services rendered, together with the Company's weighted average
18 cost of capital, as a regulatory liability to be addressed in the next general ratemaking
19 proceeding.

20 **Q. Does the Settlement Agreement establish rates for LLPS service?**

21 A. Yes. Exhibit A to the Settlement Agreement identifies the initial rates for LLPS service
22 for both the Kansas Central and Kansas Metro service territories.

1 In addition, the Settlement Agreement provides that in the next general rate case,
2 Evergy will compare the kilowatt-based revenue collections under the rates in Exhibit A
3 to the base-rate kilowatt-based revenue collections that would have occurred for the same
4 customers under Schedules ILP/LGS. The difference in revenues will be identified and
5 reallocated to non-Schedule LLPS customer classes for class cost-of-service study
6 purposes in determining sufficiency of class recovery of costs of service. The Settlement
7 Agreement provides that this comparison would continue to be made until the first general
8 rate proceeding in which there is at least one 75 MW or greater LLPS customer reflected
9 in the test year and captured in the class cost-of-service study determinants.

10 After that threshold is reached, no party will be restricted as to the positions it
11 wishes to advance on a going-forward basis regarding cost allocation, rate design, or class
12 cost of service methodologies except that Evergy agrees that, as part of its filing in the
13 rate case, it will evaluate the costs and impacts of any Schedule LLPS customers added to
14 the system and propose a cost allocation and rate design proposal designed to ensure the
15 alignment of costs and cost causation. Evergy's proposal will be designed to reasonably
16 ensure that Schedule LLPS customers' rates will reflect the class's representative share of
17 the costs incurred to serve LLPS customers and prevent other customer classes' rates from
18 reflecting any unjust or unreasonable costs arising from service to LLPS customers.

19 **Q. Does the Settlement Agreement provide for the establishment of any new riders**
20 **besides the Cost Stabilization Rider?**

21 A. Yes. A customer under Schedule LLPS would be eligible for two new optional riders. The
22 Customer Capacity Rider ("CCR") enables Evergy to credit a customer for using
23 customer-supplied generation capacity as Southwest Power Pool-accredited capacity for

1 use by Evergy to serve the customer's load. The Demand Response Generation Rider
2 ("DRLR") would enable large customers enrolled in Schedule LLPS to participate in a
3 new interruptible demand response program in which participants can designate some
4 amount of load as interruptible and provide Evergy with the right to curtail participant
5 load during peak and constrained grid condition periods. The program is intended to
6 improve system reliability, address resource adequacy, offset forecasted system peaks to
7 forestall future generation capacity additions, and/or provide a more economical option to
8 available generation or market energy purchases in the wholesale market.

9 **V. DCC SUPPORT FOR THE SETTLEMENT AGREEMENT**

10 **Q. What criteria does the Commission generally consider when reviewing unanimous**
11 **settlement agreements?**

12 A. It is my understanding that, generally, the Commission will accept a unanimous settlement
13 agreement if the following three criteria are met:⁴

- 14 1. The agreement is supported by substantial competent evidence in the record as
15 a whole;
- 16 2. The agreement will result in just and reasonable rates; and
- 17 3. The results of the agreement are in the public interest.

18 **Q. Is the Settlement Agreement supported by substantial competent evidence in the**
19 **record as a whole?**

20 A. I anticipate that will be the case, as the Joint Movants will be providing testimony in
21 support of the Settlement Agreement, which the Commission will evaluate in weighing
22 its decision. The Commission will have further opportunities to receive testimony and

⁴ See, e.g., KCC Docket No. 21-BHCG-418-RTS, *Order Approving Unanimous Settlement Agreement*, ¶¶ 17-18 (Dec. 30, 2021).

1 develop the record at the October 8, 2025 evidentiary hearing on the Settlement
2 Agreement.

3 **Q. Will the Settlement Agreement result in just and reasonable rates?**

4 A. Yes. In its Application, Evergy proposed specific initial base rates for Schedule LLPS
5 for both the Kansas Central and Kansas Metro service territories that were derived using
6 cost-of-service analysis presented in Evergy's filing.⁵ In my opinion, the initial base rates
7 proposed by Evergy were reasonable. However, Evergy's Application also proposed a
8 mandatory System Support Rider for LLPS customers, which would have included an
9 "acceleration charge" that was intended to represent the cost to non-LLPS customers of
10 accelerating the construction of a power plant from a later time, when it would otherwise
11 be constructed to serve normal load growth, to an earlier time period, in order to serve
12 assumed LLPS load growth. In my review of the Company's Application, I found the
13 acceleration component of the proposed System Support Rider to be highly problematic,
14 both conceptually and analytically.

15 In the spirit of compromise, the Settlement Agreement does *not* adopt the System
16 Support Rider nor its acceleration component feature.⁶ However, at the same time, the
17 Joint Movants have agreed to higher charges for Schedule LLPS than were initially
18 proposed by Evergy in its Application, even after adjusting for the stipulated rate increase
19 in the concurrent Kansas Central general rate case. In my view, the resulting LLPS rates
20 represent a reasonable compromise in the context of the entire Settlement Agreement

⁵ KCC Docket No. 25-EKME-315-TAR, *Direct Testimony of Bradley Lutz*, p. 27, Table 6 (Feb. 11, 2025).

⁶ A second feature of the proposed System Support Rider was the elimination of economic development discounts for LLPS customers. As I discussed above, this feature was incorporated into the Cost Stabilization Rider as proposed in the Settlement Agreement.

1 package. I note that the adoption of the Settlement Agreement would not increase base
2 rates for any other customer class.

3 **Q. Are the results of the Settlement Agreement in the public interest?**

4 A. Yes. In response to the potential substantial load growth driven by large customer demand,
5 it is reasonable for the Commission to adopt policies that protect against cost impacts that
6 can occur if Evergy makes investments to serve new load that does not fully materialize.
7 At the same time, it is important that the Commission not take actions that would depress
8 the growth of important industries by imposing unreasonable terms. The Settlement
9 Agreement balances these objectives in a manner that furthers the public interest.

10 **Q. Please elaborate.**

11 A. For applicable customers, Schedule LLPS requires long-term contracts with minimum
12 billing demands, in combination with capacity reduction terms that are backed by
13 collateral requirements. These core elements constitute a reasonable framework for
14 structuring the LLPS rate plan in a manner that protects non-LLPS customers from undue
15 cost impacts. Of course, the design of each of the individual elements is also important to
16 ensure that in protecting non-LLPS customers, the terms are also reasonable for the
17 customers that will take service under Schedule LLPS. Taken as a whole, I believe the
18 Schedule LLPS rates and terms, including the optional riders CCR and DRLR, meet this
19 standard.

20 **Q. Viewed in isolation, does each term in the stipulated Schedule LLPS align with your
21 preferred outcome?**

22 A. No. For example, viewed in isolation, I would have advocated for a lower minimum
23 billing demand than the 80% adopted in the Settlement Agreement. Also, as I stated

1 previously, I considered the initial LLPS base rates proposed by Evergy to be reasonable,
2 whereas the stipulated rates are higher. But of course, the Settlement Agreement is a
3 compromise among numerous parties across a broad spectrum. It must be viewed as a
4 package. As a package, I believe it is in the public interest, and therefore, I recommend
5 its adoption by the Commission.

6 **Q. Does this conclude your Settlement testimony?**

7 A. Yes, it does.

VERIFICATION

STATE OF UTAH

)

) ss:

COUNTY OF SALT LAKE

)

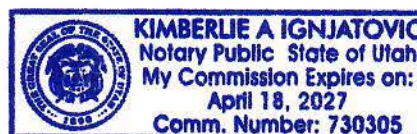
I, Kevin C. Higgins, of lawful age and being first duly sworn upon my oath, state that I am a Principal in the firm of Energy Strategies, LLC providing expert consultation to the Data Center Coalition; that I have read and am familiar with the foregoing document and attest that the statements therein are true and correct to the best of my knowledge, information, and belief under the penalties of perjury.


Kevin C. Higgins

SUBSCRIBED AND SWORN to before me on this 29 day of August, 2025.


Notary Public

My Commission expires: April 18, 2027



CERTIFICATE OF SERVICE
25-EKME-315-TAR

I hereby certify that a true and correct copy of the foregoing document was served upon all counsel of record listed below by email, this September 5, 2025.

/s/ Alicia Zaloga
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