20231003133806168
Filed Date: 10/03/2023
State Corporation Commission
of Kansas

BEFORE THE STATE CORPORATION COMMISSION

OF THE STATE OF KANSAS

IN THE MATTER OF THE JOINT	]	
APPLICATION OF EVERGY KANSAS	]	
CENTRAL, INC., EVERGY KANSAS	]	KCC Docket No. 23-EKCE-775-RTS
SOUTH, INC., AND EVERGY METRO, INC.	]	
FOR APPROVAL TO MAKE CERTAIN	]	
CHANGES IN THEIR CHARGES FOR	]	
ELECTRIC SERVICE.	]	

TESTIMONY IN SUPPORT OF UNANIMOUS SETTLEMENT AGREEMENT

ANDREA C. CRANE

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

October 3, 2023

I. INTRODUCTION

Q. Please state your name and business address.

A. My name is Andrea C. Crane and my business address is 2805 East Oakland Park Boulevard, #401, Ft. Lauderdale, Florida 33306.

Q. Please provide a brief background of this proceeding.

A. On April 25, 2023, Evergy Kansas Central, Inc., and Evergy Kansas South, Inc., (collectively "Evergy Kansas Central" or "EKC") and Evergy Metro, Inc. ("Evergy Kansas Metro" or "EKM") filed an Application with the Kansas Corporation Commission ("KCC" or "Commission") seeking base revenue increases for the EKC and EKM retail electric operations.[1] In the Application, EKC proposed a base revenue increase of $279 million, or approximately 21.99% on base rates. After adjustments to the Retail Energy Cost Adjustment ("RECA") to reflect the expiration of a wholesale contract with Mid-Kansas Electric Company ("MKEC") and rebasing of the Property Tax Surcharge ("PTS") rider of $41.5 million and $33.3 million respectively, EKC's proposal resulted in a net revenue increase of $204.2 million. EKM proposed a base revenue increase of $25.1 million or approximately 4.43% on base revenues, offset by a $10.9 million reduction in the PTS, resulting in a net revenue increase of $14.2 million. In response to CURB-134, the Company provided updated data with actual results through June 30, 2023 indicating the need for base revenue increases of $289.0 million for EKC and of $25.2 million for EKM.

In addition to its proposed revenue increases, the Company proposed certain changes to its residential Time-of-Use ("TOU") pilot program. With these changes, Evergy proposed to make the voluntary residential TOU program permanent. In addition, Evergy proposed a Residential Battery Energy Storage ("RBES") pilot program to place small batteries in up to 100 residential homes. Finally, the Company also requested authorization to file abbreviated base rate cases in both EKC and EKM.

II. SUMMARY OF CURB TESTIMONY

Q. Did you previously file Direct Testimony in this proceeding?

A. Yes, on August 29, 2023, I filed Direct Testimony on behalf of the Citizens' Utility Ratepayer Board ("CURB"). My testimony addressed revenue requirement issues. CURB also sponsored the Direct Testimonies of: J. Randall Woolridge, Ph.D. on cost of capital and capital structures issues, David Garrett on depreciation rate issues, and Glenn Watkins on allocation and rate design issues.

Q. Please summarize the recommendations contained in your Direct Testimony.

A. For the EKC system, I recommended a base revenue increase of $166.33 million. My recommendation did not include costs associated with the Persimmon Creek Wind Farm or the inclusion in rates of costs associated with an additional 8% interest in the Jeffrey Energy Center ("JEC"). My recommendation was based on Dr. Woolridge's capital structure and

1 EKC and EKM may be referred to, collectively or individually, as the "Company" or "Evergy."

rate of return recommendations, which included a cost of equity of 9.25%, an equity ratio of 51.24%, and an overall rate of return of 6.86%. My recommendation also reflected the depreciation rates proposed by David Garrett. In my Direct Testimony, I recommended that the Commission reject EKC's request to include the levelized cost of the Persimmon Creek Wind Farm in base rates, and instead recommended that energy produced by the wind farm be charged to Kansas ratepayers on a per kWh basis, similar to a Purchased Power Agreement ("PPA"). I also recommended that the issue of the JEC 8% interest be deferred to an abbreviated rate case.

For the EKM system, I recommended a base revenue decrease of $23.92 million. This recommendation was based on Dr. Woolridge's recommended cost of equity of 9.25% and an equity ratio of 49.09%. It also reflected David Garrett's proposed depreciation rates and Glenn Watkin's proposed jurisdictional allocations between Kansas and Missouri.

Q. Please briefly summarize CURB's testimony on issues relating to allocations and rate design.

A. In his testimony on behalf of CURB, Mr. Watkins discussed four main issues. First, with regard to jurisdictional allocations, Mr. Watkins stated that the Base-Intermediate-Peak ("BIP") method was the method that most accurately and reasonably reflected the cost causation associated with EKM's generation investment. However, he noted that the 12 Coincident Peak ("12 CP") method represents a compromise and has been used consistently by the KCC for the last 40 years. Therefore, he recommended continuation of the 12 CP method in this case to allocate EKM's costs between Kansas and Missouri.

Second, Mr. Watkins recommended class allocations based on the EKC and EKM base revenue increases proposed by Evergy in this case. In EKC, Mr. Watkins recommended increases of 110% of the system average for the residential class and of 50% of the system average for small general services. In EKM, he recommended increases of 122% of the system average for the residential class and of 50% of the system average for the small general service class.

Third, Mr. Watkins recommended that the current monthly customer charges of $14.50 in EKC and of $14.25 in EKM be maintained.

Finally, Mr. Watkins testified that CURB is generally supportive of the Company's proposal to open its TOU programs to all customers through a Residential TOU ("R-TOU") rate and a demand-based rate ("R-Demand"). He recommended that customers should be permitted to opt-out of these TOU programs at any time, but should be required to remain on the standard Residential rate for at least twelve months thereafter, in order to prevent gaming. He also recommended that the Company develop a comprehensive and structured education and outreach program for TOU rates.

Q. Did CURB also file Cross-Answering Testimony?

A. Yes, on September 5, 2023, CURB filed the Cross-Answering Testimonies of Mr. Garrett and Mr. Watkins. In Cross-Answering Testimony, Mr. Garrett adopted the depreciation rates that had been proposed by the Kansas Industrial Consumers Group ("KIC") for production plant investment. In addition, he adopted the recommendations of KIC and KCC Staff ("Staff") that contingency costs be excluded from the calculation of terminal net salvage. Mr. Watkins' Cross-Answering Testimony addressed certain class cost allocation issues raised by various intervenors in this case.

III. SUMMARY OF THE SETTLEMENT AGREEMENT

Q. Since your Direct Testimony was filed, have the parties engaged in settlement discussions?

A. Yes, the parties in this case engaged in extensive settlement discussions. Accordingly, the parties have entered into a Unanimous Settlement Agreement ("Settlement Agreement") that resolves all issues in this case. Parties to the Settlement Agreement are Evergy; CURB; the Staff; AARP; Kansas Chamber of Commerce and Industry, Inc. ("KCCI"); Wichita Regional Chamber of Commerce ("Wichita Chamber"); Climate + Energy Project ("CEP"); Natural Resources Defense Council ("NRDC"); the United States Department of Defense ("DOD"); KIC; Lawrence Paper Company ("LPC"), Spirit AeroSystems, Inc. ("Spirit"), Occidental Chemical Corporation ("Occidental"), Goodyear Tire & Rubber Company ("Goodyear"), and Associated Purchasing Services Corporation ("Associated Purchasing") (collectively referred to as "KIC Participating Members"); United School District #259 Sedgwick County, Kansas ("USD 259"); Johnson County Community College ("JCCC"), USD 233 Olathe School District, USD 512 Shawnee Mission School District, and USD 232 DeSoto School District (collectively, the "Johnson County School Districts"); USD 229 – Blue Valley School District ("USD 229")[2]; and CVR Refining CVL, LLC ("CVR"), referred to collectively as "Parties" or "Signatory Parties. HF Sinclair El Dorado Refining LLC ("HF Sinclair"); Walmart, Inc. ("Walmart"); Streetlights Alliance for Fair Energy Rates Coalition ("Safer Coalition"); Atmos Energy Corporation ("Atmos") and Kansas Gas Service ("KGS") are not signatories but do not oppose the Agreement.[3]

Q. **Please summarize the terms of the Settlement Agreement relating to revenue requirement and accounting issues in EKC.**

A. In EKC, the Settlement Agreement provides for a base revenue increase of $148.8 million, or $74 million after consideration of changes to the RECA relating to termination of the MKEC contract and the roll-in of the PTS. The Settlement Agreement does not specify a capital structure or cost of equity, but it does authorize EKC to use 6.8923% as its overall rate of return for regulatory accounting purposes. The parties also agreed that a cost of equity of 9.4% would be used solely for purposes of calculating the transmission delivery charge ("TDC") pursuant to K.S.A 66-1237, as amended by the H.B. 2225, which was enacted by the Kansas Legislature and enrolled in 2023.

The base revenue increase includes the impact of recovering the costs of the Persimmon Creek Wind Farm on a levelized basis with an annual revenue requirement of

2 JCCC, Johnson County School Districts, USD 229 and USD 259 have signed subject to approval by their Boards.

$18,589,530 for twenty years. After twenty years, the levelized revenue requirement will be revaluated to consider any maintenance capital expenditures, costs for extending the life of the facility, or additional operational and maintenance costs. The levelized annual revenue requirement would also be reevaluated in the event that EKC repowers the facility after the expiration of the initial Production Tax Credits ("PTCs"). The levelized payment is based on a depreciation rate of 3.9225%. The Settlement Agreement also includes moving EKC's 8% interest in JEC into base rates and flowing any off-system sales revenue associated with the JEC 8% interest through the fuel clause.

The Settlement Agreement adopts the depreciation rates proposed by Staff in this case. In addition, the Settlement Agreement resolves the issue of the Company Owned Life Insurance ("COLI") credit by providing for a final COLI credit of $96,530,380 to be amortized over 3 years.

The Settlement Agreement also supports certain changes to the RECA, Parallel Generation Rider ("PGR"), and TDC, including the prospective treatment of certain capacity revenues and expenses.

The Settlement Agreement sets a targeted cap for the EKC storm reserve of $10 million and provides for amounts over that cap to be amortized back to customers over a three-year period. The Settlement Agreement limits the CIPS/Cybersecurity Tracker to non-labor O&M costs and states that the tracker will sunset at the first general rate case after

3 HF Sinclair and Safer Coalition do not agree with the amount of the revenue increase assigned to them. Atmos and KGS do not agree with Evergy's proposed time of use ("TOU") rates and residential demand rates. Walmart does not believe the allocation of revenue to the classes goes as far as the cost of service study warrants.

January 1, 2028.

The Settlement Agreement identifies the amortization amounts and amortization periods for various regulatory assets and liabilities. It provides for tracking and future true-up of regulatory asset and liability balances, except for those associated with rate case costs and certain COVID costs. Rate case costs and certain COVID costs will be amortized over a three-year period, but any unamortized amounts for these two regulatory assets will not be recovered in Evergy's next base rate case.

In the Settlement Agreement, Evergy agreed to withdraw its request to include Tracker 2 balances associated with pension and other-post employment benefit ("OPEBs") costs in rate base. The Settlement Agreement does identify the amounts included in the revenue requirement associated with pension and OPEB costs and with property taxes, so that these costs can continue to be trued-up in future cases.

The Settlement Agreement permits EKC to file an abbreviated rate case within one year of new rates in this case to include Panasonic distribution investment, an adjustment to the Wolf Creek Decommissioning Trust, and investment in new renewable generating resources.

Q. Please summarize the terms of the Settlement Agreement relating to revenue requirement and accounting issues in EKM.

A. In EKM, the Settlement Agreement provides for a base revenue decrease of $22.0 million, or a net decrease of $32.9 million after consideration of the PTS roll-in. The Settlement

Agreement authorizes EKM to use 6.8881% as its overall rate of return for regulatory accounting purposes, and a cost of equity of 9.4% for purposes of calculating the TDC.

Similar to EKC, the Settlement Agreement adopts the depreciation rates proposed by Staff for EKM in this case. The Settlement Agreement also supports certain changes to the Energy Cost Adjustment ("ECA"), including the treatment of certain capacity revenues and expenses.

The Settlement Agreement states that costs will be allocated between Missouri and Kansas using an average of 12 CP and 4 CP demand allocators, with the exception of costs from Wolf Creek and transmission plant, which will be based on a 12 CP demand allocator. The parties also agreed that they will work with the Missouri Public Service Commission Staff and the Missouri Office of Public Counsel to discuss jurisdictional allocations in an effort to reach agreement on common allocators for both states. If a comprehensive agreement on jurisdictional allocation cannot be reached, then parties reserve the right to advocate for any future allocation of these costs in rate cases before the Commission.

The Settlement Agreement provides for EKM to establish a storm reserve and an injuries and damages reserve, consistent with EKC. A targeted cap of $4 million was established for the EKM storm reserve. As in EKC, the Settlement Agreement limits the CIPS/Cybersecurity Tracker to non-labor O&M costs and states that the tracker will sunset at the first general rate case after January 1, 2028.

The Settlement Agreement identifies the amortization amounts and amortization periods for various regulatory assets and liabilities in EKM. It provides for tracking and future true-up of regulatory asset and liability balances, except for those associated with rate case costs and certain COVID costs. Similar to the provisions in EKC, rate case costs and certain COVID costs will be amortized over a three-year period but any unamortized amounts for these two regulatory assets will not be recovered in Evergy's next base rate case.

In the Settlement Agreement, Evergy agreed to withdraw its request to include Tracker 2 balances associated with pension and other-post employment benefit ("OPEBs") costs in rate base. It also agreed to withdraw its request to recover certain amounts related to Winter Storm Uri caused by use of different allocators in Kansas and Missouri. The Settlement Agreement identifies the amounts included in the revenue requirement associated with pension and OPEB costs and with property taxes, all of which are subject to a future true-up. The Settlement Agreement does not include authorization for an abbreviated case in EKM.

Q. Please summarize the additional provisions contained in the Settlement Agreement relating to class allocations and rate design for EKC and EKM.

A. The Signatory Parties agreed to class allocations for the base revenue increase in EKC and the base revenue reduction in EKM. In EKC, residential customers will be allocated approximately 102% of the system average base revenue increase of 11.75%. This will result in an average residential base revenue increase of 11.99% for the residential class. The average increase to the small general service customers will be 11.28%, or 96% of the system average increase.

In EKM, the Signatory Parties agreed that the base revenue reduction of 3.89% would be allocated across-the-board to all rate classes. Therefore, both residential customers and small general service customers will have an average base revenue decrease of 3.89%. The Settlement Agreement also includes agreed-upon billing determinants for each rate class, and includes a proposed class allocation for the TDC. The Settlement Agreement provides for a customer charge of $14.25 in both EKC and EKM.

The Settlement Agreement supports Evergy's proposals regarding its TOU program but requires that the Company work to design and implement a 2-period design consistent with the rebuttal testimony of Company witness Brad Lutz. Further, Evergy will report semi-annually to the Commission for three years with information about the number of customers that select the TOU rates, the amount of savings each class experienced, and number of customers who opted out of the TOU rates during each period. The Signatory Parties also agreed that Evergy should be permitted to establish a regulatory asset for marketing and education activities associated with the TOU rate of $2.5 million annually in EKC and of $950,000 annually in EKM.

The Parties also agreed that the proposed RBES should be adopted and included in rates at this time. Evergy will submit a final Evaluation, Measurement and Verification ("EM&V") report to stakeholders and the Commission by the second quarter of 2027 to evaluate the success of this pilot and determine whether to move to a full-scale offering in a future rate proceeding. Parties will collaborate on establishing parameters on the EM&V in a separate filing.

Finally, the Settlement Agreement reflects certain tariff changes and other modifications proposed by Evergy that were uncontested by the parties in this case.

IV. EVALUATION OF THE SETTLEMENT AGREEMENT

Q. Are you familiar with the standards used by the KCC to evaluate a settlement that is proposed to the Commission by the parties in a base rate case?

A. Yes, I am. The KCC has adopted the following three guidelines for use in evaluating Unanimous Settlement Agreements: (1) Is the agreement supported by substantial competent evidence? (2) Does the agreement result in just and reasonable rates? (3) Are the results of the Settlement Agreement in the public interest?

Q. Is the Settlement Agreement supported by substantial competent evidence in the record?

A. Yes, it is. In both EKC and EKM, the Settlement Agreement reflects revenue adjustments that are well below those proposed by Evergy, and in fact reflects a substantial revenue reduction for EKM. Following are the base revenue adjustments recommended for EKC by various parties, as well as the increase proposed in the Settlement Agreement:

Party	Millions
Evergy	$279.0
Evergy (Update per CURB-134)	$289.0
Staff	$109.5
CURB	$166.3
CURB (Cross-Answering – Estimated)	$149.6[4]
KIC (Direct)	$199.2
KIC (Cross-Answering)	$160.4
DOD	$234.1
Settlement Agreement	$148.8

While the proposed increase of $148.8 million for EKC is very close to CURB's recommendation as adjusted by Mr. Garrett's Cross-Answering testimony, CURB did not include either the Persimmon Creek Wind Farm or EKC's 8% interest in JEC in its recommendation. KIC also excluded these costs from its recommended revenue requirement. The proposed increase of $148.8 million, falls between the recommendation of Staff and the recommendations of other intervenors, as adjusted to reflect the inclusion of Persimmon Creek and EKC's 8% interest in JEC.

4 Estimated based on impacts shown in Table 5 and Table 7 of Brian Andrews' Direct Testimony.

With regard to EKM, following are the base revenue adjustments recommended by various parties:

Party	Millions
Evergy	$25.1
Evergy (Update per CURB-134)	$25.2
Staff	($42.3)
CURB	($23.9)
CURB (Cross-Answering – Estimated)	($34.2)[5]
KIC (Direct)	($9.0)
KIC (Cross-Answering)	($18.5)
DOD	$6.4
Settlement Agreement	($22.0)

Once again, the proposed EKM decrease of $22.0 million falls between the recommendation of Staff and the recommendations of other intervenors. Moreover, the proposed EKM decrease is very close to the decrease recommended by CURB in my Direct Testimony.

Q. How do the proposed rates of return for regulatory accounting purposes compare with those recommended by Dr. Woolridge?

A. Dr. Woolridge recommended a cost of capital of 6.86% in EKC and of 6.77% in EKM, well below the Company's requested returns of 7.42% and 7.43% for EKC and EKM included in the initial Application. The Company's updates included a cost of capital of 7.45% for each Company. The returns included in the Settlement Agreement are well below those proposed

5 Id.

by Evergy and are in-line with Dr. Woolridge's recommendations:

Party	EKC	EKM
Evergy Application	7.42%	7.43%
Evergy Update	7.45%	7.45%
CURB	6.86%	6.77%
Staff	6.65%	6.64%
Settlement Agreement	6.89%	6.89%

The rate of return to be used for regulatory accounting purposes is only 3 basis points higher than Dr. Woolridge's recommended rate of return in EKC, and is 12 basis points higher in EKM. Given Dr. Woolridge's recommended capital structure and cost of debt, the rate of returns specified in the Settlement Agreement would have resulted in a cost of equity of 9.31% in EKC and of 9.50% in EKM. Moreover, the stated cost of equity of 9.4% to be used to calculate the TDC falls in the middle of this range.

Q. Are the other provisions of the Settlement Agreement based on competent evidence?

A. Yes, they are. EKC requested a levelized cost of $24.4 million for the Persimmon Creek Wind Farm. Staff proposed a levelized cost of $17.9 million, or $20.55 per MWh. The Settlement Agreement provides for a levelized cost of $18.6 million, relatively close to Staff's recommendation. In addition, the Settlement Agreement provides for a lower depreciation rate for the facility than that proposed by Evergy and contains a provision to reexamine the levelized rate after 20 years, or earlier if the wind farm is repowered.

Staff also supported the inclusion in rates of EKC's 8% interest in JEC. While I excluded these costs from my recommended revenue requirement, I recognized that Evergy will have a need for this capacity in a few years, and I recommended that the issue be examined as part of an abbreviated rate case. I also recognized that EKC will receive revenues from the sale of this capacity over the next few years that are likely to offset the costs until the capacity is needed to serve Kansas ratepayers.

The Settlement Agreement contains a COLI credit of $32.2 million for a three-year period, much greater than the Company's initial proposal of $14.4 million. Both Staff and CURB recommended a credit in the range of $39-$40 million. The proposed credit of $32.2 million is closer to the recommendations of Staff and CURB than to the Company's proposal, and the settlement provisions will resolve this issue permanently going forward.

With regard to EKM, the Settlement Agreement is very close to the base revenue reduction recommended by CURB and is supported by the evidence presented in my Direct Testimony, as well as evidence provided by Staff and other parties in this case.

Q. Is the provision to exclude the pension/OPEB Tracker 2 from rate base supported by competent evidence in this case?

A. Yes, both CURB and Staff provided extensive testimony regarding the history of Tracker 2. Both parties discussed the discretion inherent in decisions relating to pension/OBEP funding and made compelling arguments against the inclusion of Tracker 2 balances in rates. Accordingly, there is substantial competent evidence for excluding Tracker 2 balances from rate base.

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

A. Yes, the Settlement Agreement will result in just and reasonable rates. As noted above, the base revenue increase for EKC is well supported by the evidence in this case. The allocation of the revenue increase of $148.8 million in EKC will result in an increase to residential customers of 11.99%, just slightly above the system average increase of 11.75%. The increase in EKC to small general service customers will be 11.28 %, less than the system average increase.

The proposed rates in EKM are based on a revenue requirement that is supported by substantial evidence in the record and that the Parties agree is just and reasonable. Moreover, in EKM, all rate classes, including the residential and small commercial classes, will be allocated base revenue decreases of 3.89%. The Settlement Agreement provides for a residential fixed charge of $14.25 for both EKC and EKM. This represents a decrease from $14.50 per month for EKC and maintains the current customer charge for EKM.

The Signatory Parties represent diverse interests in this case and all agreed on the class allocations used to allocate the revenue increase in EKC and the revenue reduction in EKM. Accordingly, the rates resulting from the Settlement Agreement are just and reasonable.

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

A. This Settlement Agreement is in the public interest. No party is opposed to the Settlement Agreement. The Settlement Agreement results in an overall base revenue increase in EKC of

$148.8 million, or 11.75%. After adjustments to the RECA and rebasing of the PTS, the net increase in EKC will be $74.0 million, or approximately 3.5% on total revenues. In EKM, the Settlement Agreement results in a base revenue reduction of $22.0 million, or 3.89%, and a reduction to total revenues of $32.9 million, or approximately 4.5%. The rate increase in EKC is significantly below the base revenue increase requested by the Company, while customers in EKM will have a base revenue reduction instead of the increase sought by the Company. The Settlement Agreement also provides for a reduction to the monthly customer charge in EKC and for maintaining the current customer charge in EKM, both of which support the public interest.

The Settlement Agreement allows ratepayers to benefit from new renewable generation and to obtain additional capacity that is expected to be needed in the next few years. The Settlement Agreement also provides a resolution of the ratemaking treatment for expiration of the COLI credits, which have been available to reduce rates in EKC for many years. In addition, the Settlement Agreement resolves issues relating to depreciation rates, excludes Tracker 2 balances from rate base, and identifies both costs and amortization periods that are needed to clarify the ratemaking treatment of certain pension, OPEB, and property tax balances in future cases. The Settlement Agreement will also eliminate the costs associated with continued litigation of this case. In EKM, the Settlement Agreement also eliminates costs associated with a future abbreviated rate case requested by Evergy. The Settlement Agreement also provides for TOU rates to be permanently offered on a voluntary basis to residential customers. TOU measures can lower energy costs for participating customers and hopefully may lower energy cost for all Evergy customers over time. Given the benefits of these provisions, the Settlement Agreement is clearly in the public interest.

Q. What do you recommend?

A. I recommend that the KCC find that the Settlement Agreement: (1) is supported by substantial competent evidence in the record, (2) results in just and reasonable rates, and (3) is in the public interest. Therefore, I recommend that the KCC approve the Settlement Agreement as filed.

Q. Does this conclude your testimony?

A. Yes, it does.

VERIFICATION

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

Andrea C. Crane, President of The Columbia Group, Inc., upon being duly sworn upon her oath, deposes and states that she is a consultant for the Citizens' Utility Ratepayer Board, that she has read and is familiar with the foregoing Testimony in Support of Unanimous Settlement Agreement of Andrea C. Crane, and that the statements made therein are true and correct to the best of her knowledge, information and belief.

SIGNED this 3rd day of October, 2023.

Andrea C. Crane

ANDREA C. CRANE

SUBSCRIBED AND SWORN TO before me by Andrea C. Crane on this 3rd day of October, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA

ELIZABETH JACOBS
Notary Public-State of Florida
Commission # HH 356235
My Commission Expires
May 05, 2027

My Commission Expires: 5/5/27

CERTIFICATE OF SERVICE

23-EKCE-775-RTS

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 3rd day of October, 2023, to the following:

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