

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

In the Matter of the Petition of Evergy Kansas)
Central, Inc., Evergy Kansas South, Inc., and)
Evergy Metro, Inc. for Determination of the)
Ratemaking Principles and Treatment that Will) Docket No. 25-EKCE-207-PRE
Apply to the Recovery in Rates of the Cost to be)
Incurred for Certain Electric Generation Facilities)
under K.S.A. 66-1239.)

**TESTIMONY IN OPPOSITION OF NON-UNANIMOUS PARTIAL SETTLEMENT
AGREEMENT REGARDING GAS FACILITIES BUT IN SUPPORT OF
UNANIMOUS PARTIAL SETTLEMENT AGREEMENT
REGARDING SOLAR FACILITY**

DOROTHY BARNETT

**ON BEHALF OF
CLIMATE + ENERGY PROJECT**

April 17, 2025

1 **I. INTRODUCTION**

2 **Q. Please state your name, address and affiliation.**

3 A. Dorothy Barnett, Climate + Energy Project (“CEP”), PO Box 1858, Hutchinson, Kansas 67504.

4 **Q. Please provide a brief background of this proceeding.**

5 A. On November 6, 2024, Evergy¹ filed a Petition with the State Corporation Commission of the
6 State of Kansas (“Commission” or “KCC”) requesting a determination of the ratemaking
7 principles and treatment that will apply to the recovery of rates of the costs to be incurred in
8 constructing and acquiring a stake in two new combined cycle gas-fired (“CCGT”) generating
9 facilities (the Viola and McNew plants, together “Gas Facilities”) and one solar facility (the
10 “Kansas Sky” facility). Consistent with the Commission’s amended procedural order, parties
11 filed Direct Testimony on March 14, 2025. On March 21, 2025, parties, including CEP, filed Cross-
12 Answering Testimony. Evergy Kansas Central (“EKC”) filed its Rebuttal Testimony on April 4,
13 2025.

14 Thereafter, parties met at the Commission’s office on April 9, 2025, to discuss the possible
15 resolution of the issues, with negotiations carrying on for several days. As a result of this
16 extensive collaboration, the Parties were able to reach a unanimous agreement on the issues
17 related to EKC’s proposal to construct the Kansas Sky facility and associated ratemaking
18 determinations. However, many parties, including CEP, were unable to reach an agreement on
19 issues related to Evergy’s proposal for ratemaking determinations related to the Gas Facilities.

20
21 **II. SUMMARY OF TESTIMONY**

22 **Q. Did you previously file Testimony in this proceeding?**

¹ “Evergy” or “the Company” refers collectively to the Applicant, Evergy Kansas Central, Inc., Evergy Kansas South, Inc., and Evergy Metro, Inc.

1 A. Yes, on March 21, 2025, I filed Cross-Answering Testimony on behalf of CEP. My testimony
2 indicated general support of the Direct Testimony filed by Nick Jones on behalf of New Energy
3 Economics (“NEE”) and advanced additional support of NEE’s particular stance that Evergy had
4 not appropriately demonstrated a necessity to construct both the Viola and McNew gas plants to
5 satisfy gas additions identified by the 2024 Integrated Resource Plan (“IRP”) for 2029 and 2030.

6 **Q. Please summarize the recommendations contained in your Cross-Answering Testimony**

7 A. CEP’s mission is to support the cost-effective, sustainable deployment of energy efficient and
8 renewable energy technologies in an effort to reduce greenhouse gases. As explained in my Cross-
9 Answering Testimony, the addition of the two Gas Facilities, one of which is not needed to satisfy
10 the forecasted gas needs for EKC, was not only imprudent from a cost perspective but would
11 permanently implement a long-term, greenhouse gas-emitting generation facility into Evergy’s
12 long-term generation portfolio that is unnecessary to meet EKC’s gas needs, the scope and
13 purpose of this predetermination docket.

14 While CEP generally opposes both facilities given their anticipated greenhouse gas effect
15 on the environment, the additional costs associated with constructing and operating an
16 unnecessary gas facility coupled with the environmental costs of the same is the reason for CEP’s
17 opposition to Evergy’s proposal to construct both facilities. CEP recommended that Evergy
18 review the efficiency and reasonableness of Evergy’s proposal by implementing NEE’s analysis
19 of the impact on revenue requirements and retail rates with fuel costs and compare the results
20 with alternative plans that would be less dependent on gas.

21 **Q. Please briefly summarize CEP’s testimony on why Evergy’s projected gas needs could be**
22 **met by only one facility.**

23 A. My testimony can be broken down into two separate issues. First, with regard to Evergy’s need
24 to construct two CCGTs, I stated that the purpose for seeking predetermination for the Gas

1 Facilities and the Kansas Sky facility was to meet EKC's capacity and energy requirements
2 identified by the 2024 IRP preferred plan.² Specifically, "[t]he Viola CCGT addition corresponds
3 with the additional 325 MW (half combined cycle) of additional thermal generation called for in
4 2029" while "[t]he McNew CCGT addition corresponds with the 325 MW (half combined cycle)
5 of thermal generation additional called for in 2030."³ Because the Viola and McNew Facilities are
6 two separate 710 MW CCGTs,⁴ the 650 MW of gas additions identified in EKC for 2029 and 2030
7 could be met by one gas facility. Evergy agreed. Inherent in my testimony was the stance that it
8 would be imprudent to incur costs to construct and operate a facility that was not needed to
9 accommodate the gas capacity needs identified in 2029 and 2030 – the limited scope of this docket.

10 Second, I referenced the desire of large load customers to meet their own energy needs
11 with renewable, clean energy and discussed the inherent environmental cost difference between
12 building and operating two CCGTs, with a combined capacity of 1420 MW, as opposed to just
13 one, with a capacity of only 710 MW. I concluded that Evergy did not appropriately consider
14 these costs in its Application and that EKC's energy needs could be met by constructing only one
15 CCGT which would simultaneously cut the environmental costs in half.

17 III. SUMMARY OF SETTLEMENT AGREEMENTS

18 **Q. Since your Cross-Answering Testimony was filed, have the parties engaged in settlement**
19 **discussion?**

20 A. Yes, the parties engaged in extensive settlement discussions. Accordingly, the parties have
21 entered into two partial settlement agreements. The first is a Unanimous Partial Settlement
22 Agreement Regarding the Kansas Sky Generating Facility ("Solar Settlement") which CEP is a

² See Direct Testimony of Cody VandeVelde (Public), Docket No. 25-EKCE-207-PRE, p. 16 (Nov. 6, 2024).

³ *Id.*

⁴ See Petition of Evergy for Determination of Ratemaking Principles and Treatment, Docket No. 25-EKCE-207-PRE, p. 3 ¶ 6, 8 (Nov. 6, 2024) (hereinafter "Application").

1 signatory to. The Second is a Non-Unanimous Partial Settlement Agreement Regarding the Gas
2 Facilities (“Gas Settlement”) which many parties actively or passively oppose. CEP actively
3 opposes the Gas Settlement.

4 **Q. Please summarize the terms of the Unanimous Solar Settlement.**

5 A. The terms of the Solar Settlement would have the Commission find that EKC’s proposal to
6 construct and own 100% of the Kansas Sky Solar Facility (a 159 MW facility) was prudent and
7 consistent with EKC’s most recent preferred plan and resource acquisition strategy.

8 **Q. Please summarize the terms of the Non-Unanimous Gas Settlement.**

9 A. Relevant to CEP’s Cross-Answering Testimony, and among many other things, the Gas Facility
10 Settlement would allow Evergy to recoup the costs associated with constructing both Gas
11 Facilities. Specifically, the terms of the Gas Settlement would have the Commission find that
12 EKC’s proposal to construct and own 50% of the Viola plant (a 710 MW CCGT) and 50% of the
13 McNew plant (a 710 MW CCGT) was prudent and consistent with EKC’s most recent preferred
14 plan and resource acquisition strategy.

15
16 **IV. EVALUATION OF THE UNANIMOUS SOLAR SETTLEMENT**

17 **Q. Are you familiar with the standards used by the KCC to evaluate a unanimous settlement**
18 **that is proposed to the Commission by the parties?**

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

23 **Q. Does the Solar Settlement meet the standards identified above?**

24 A. Yes.

1 **Q. What do you recommend?**

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

5 Said differently, I recommend that the KCC approve the Solar Settlement.

6

7 **V. EVALUATION OF THE NON-UNANIMOUS GAS SETTLEMENT**

8 **Q. Are you familiar with the standards used by the KCC to evaluate a non-unanimous**
9 **settlement that is proposed to the Commission by the parties?**

10 A. Yes. The KCC has adopted the following guidelines for use in evaluating Non-Unanimous
11 Settlement Agreements: (1) Was there an opportunity for the opposing party to be heard on their
12 reasons for opposition to the settlement agreement? (2) Is the settlement agreement supported by
13 substantial competent evidence in the record as a whole? (3) Does the settlement agreement
14 conform to applicable law? (4) Does the settlement agreement result in just and reasonable rates?
15 (5) Are the results of the settlement agreement in the public interest, including the interest of
16 customers represented by the parties not consenting to the agreement?

17 **Q. Was there an opportunity for the opposing parties to be heard on their reasons for**
18 **opposition to the Gas Settlement?**

19 A. Yes. Parties were given an opportunity to file Direct and Cross-Answering Testimony and
20 intervenors and stakeholders were invited to participate in the settlement negotiations held on
21 April 9, 2025, at the Commission's office that carried forward throughout the week. The public

1 was also given an opportunity to attend a hearing on March 5, 2025, and an opportunity to submit
2 public comments by 5:00 PM on April 7, 2025.⁵

3 **Q. Is the Gas Settlement supported by substantial competent evidence?**

4 A. No. Based on Evergy’s Application, its Direct and Rebuttal Testimony filed by Evergy Witness
5 Cody VandeVelde, and Evergy’s Responses to CEP’s Discovery Requests (“DRs”), Evergy cannot
6 support the decision to construct more than one 710 MW CCGT to meet EKC's 2029 and 2030 gas
7 capacity needs identified in the EKC 2024 IRP – the limited purpose of this docket.

8 As explained above, the full capacity of each Gas Facility is 710 MW. According to Mr.
9 VandeVelde’s Direct Testimony, “[t]he Viola CCGT addition corresponds with the additional 325
10 MW (half combined cycle) of additional thermal generation called for in 2029” while “[t]he
11 McNew CCGT addition corresponds with the 325 MW (half combined cycle) of thermal
12 generation additional called for in 2030.” The Gas Settlement asks the KCC to approve Evergy’s
13 request to recover the costs associated with its decision to construct two CCGT facilities to
14 accommodate the 650 MW of identified gas capacity needs for EKC when such capacity could be
15 met by constructing only one 710 MW CCGT.

16 Here, the problem lies with how Evergy elected to place its ownership stake in the Viola
17 and McNew facilities. Unlike its decision to take a 100% stake in the Kansas Sky facility, the Gas
18 Settlement incorporates Evergy’s request to take only a 50% stake in the Viola Facility and a 50%
19 stake in the McNew Facility. These two 50% stakes would give Evergy access to 710 MW of
20 generation capacity split between the two facilities and necessary to accommodate the 650 MW
21 of future gas capacity identified by EKC’s 2024 IRP. This is not prudent.

⁵ On April 7, 2025, CEP was made aware that the public commenting portal was inactive for some period of time. After emailing counsel for KCC Staff, the portal was put back online. It is unclear how long the portal was down and how many public participants were turned away.

1 Indeed, in response to CEP DR 1-3,⁶ Evergy conceded that “[y]es, one full CCGT would
2 meet customer needs very similarly to two half CCGTs once they are operational.” Now, in terms
3 of accommodating the 650 MW of expected gas needs for EKC in 2029 and 2030, there is no
4 difference in outcome between Evergy’s decision to have either a 50% stake in two 710 MW CCGT
5 facilities or a 100% stake in only one 710 MW CCGT. However, in terms of costs, there is a
6 staggering difference in how Evergy’s ownership stake decision impacts both construction and
7 environmental costs.

8 The Gas Settlement does not quash these concerns because it asks the Commission to
9 allow Evergy to recoup costs for two Gas Facilities instead of one. Additionally, the rationale
10 provided by Evergy in its Rebuttal Testimony and Responses to CEP’s DR’s do not justify the Gas
11 Settlement.

12 Evergy’s response to CEP DR 1-3 rationalized that the 2024 IRP gave it the authority to
13 build CCGTs “in ½ CCGT or full CCGT increments . . . [and] in order to optimize the portfolio
14 and provide for the greatest diversity in generation it was determined that EKC would be best
15 served to share a unit with Mo-West in 2029 and have half of the 2030 build.” This rationale
16 improperly shifts the focus away from how EKC (not Evergy as a whole) can most prudently
17 accommodate the 650 MW of gas capacity needs identified in 2029 and 2030 by EKC’s 2024 IRP.
18 This rationale is also inconsistent with the Gas Settlement’s statement that the 50% ownership in
19 both Gas Facilities “is consistent with EKC’s most recent preferred plan and resource acquisition
20 strategy.” Rather, taking two 50% stakes in two 710 MW gas facilities was a decision consistent
21 with Evergy’s overall portfolio and acquisition strategy, not EKC’s specific resource acquisition
22 strategy.

⁶ See Cross-Answering Testimony of Dorothy Barnett, Docket No. 25-EKCE-207-PRE, “Attachments” (Mar. 21, 2025).

1 The response to CEP DR 1-3 also explained that by “splitting the cost of the build across
2 two years and two plants, EKC customers experience a slightly more moderate pace of capital
3 deployment since the full cost of a CCGT plant is not experienced up front, diversified equipment
4 risk between two different sites, and provides additional time and options for future resource
5 addition considerations.” However, this rationale ignores the inherent reality that additional
6 costs will be incurred in the construction and operation of two CCGT facilities as opposed to just
7 one. And, again, the rationale improperly shifts the focus to issues outside of the scope and
8 purpose of the predetermination docket which is solely to accommodate the 650 MW of gas
9 capacity needs for EKC identified by EKC’s 2024 IRP.

10 Eversky’s Rebuttal Testimony, submitted by Mr. VandeVelde, stated that “constructing
11 two CCGT facilities now, as opposed to building or acquiring them incrementally, also provides
12 some savings through economies of scale as well.”⁷ However, again, Mr. VandeVelde’s testimony
13 improperly assumes that two gas facilities are needed, ignoring the reality that EKC’s future gas
14 capacity needs in 2029 and 2030 can be met by constructing and operating a single CCGT.

15 Eversky’s Application is additionally not supported by substantial competent evidence
16 because it did not adequately consider or implement environmental costs associated with
17 building the CCGTs. Eversky’s Rebuttal Testimony stated that emissions were modeled under the
18 IRP process. However, modeling CO₂, SO₂, and NO_x emissions does not mean that Eversky’s
19 Application considered and implemented the associated environmental costs. Indeed, modeling
20 the quantity of environmental impacts (*i.e.*, how much CO₂, SO₂, and NO_x emissions there are)
21 is entirely different than calculating the environmental cost (*i.e.*, how expensive the impact will
22 be). In response to CEP DR 1-1,⁸ Eversky admitted that it only “consider[ed] the lowest cost

⁷ See Rebuttal Testimony of Cody VandVelde (Public), Docket No. 25-EKCE-207-PRE, p. 17 l. 14-16 (Apr. 4, 2025).

⁸ See Cross-Answering Testimony of Dorothy Barnett, Docket No. 25-EKCE-207-PRE, “Attachments” (Mar. 21, 2025).

1 resource plan to meet energy and capacity needs over the next 20 years” and that “[i]n practice,
2 the emissions from these resources will be dependent on dispatch.” In other words, outside of
3 modeling estimated quantities, Evergy’s approach to emissions tracking (and the corresponding
4 costs) is a “wait until the facilities are approved and operating” approach. This is not a prudent
5 approach and shows that Evergy’s Application did not properly consider or implement
6 environmental costs of constructing and operating CCGTs.

7 Overall, Evergy’s ownership stake decision will require EKC to incur the costs of
8 constructing and operating two CCGTs, with a total capacity of 1420 MW, when it is only required
9 to incur the cost of one 710 MW CCGT to meet its 650 MW needs in 2029 and 2030. Evergy’s
10 ownership stake decision is imprudent because such costs are unnecessary and will ultimately
11 result in a doubling of environmental costs which Evergy failed to adequately consider and
12 implement in its Application.

13 **Q. Does the Gas Settlement conform to applicable law?**

14 A. CEP is not contesting the Gas Settlement on the grounds that it does not conform to applicable
15 law. CEP would only state that in respect to K.S.A. § 66-1239(c)(6)(A), Evergy may only recover a
16 return on 100% of its percentage stake in a CCGT facility, which must not exceed a definitive cost
17 estimate found reasonable by the Commission unless, of course, the Commission orders
18 otherwise in a subsequent proceeding.

19 **Q. Does the Gas Settlement result in just and reasonable rates?**

20 A. No. For the reasons described above, Evergy’s decision to take two 50% stakes in two separate
21 CCGTs will result in EKC customers shouldering the costs associated with constructing and
22 operating two CCGT facilities instead of one. Because one 710 MW facility can accommodate
23 EKC’s future gas capacity needs in 2029 and 2030, ratepayers should not be straddled with long-
24 term rate increases based on an unnecessary procurement decision to construct and operate a gas

1 facility that is not needed to meet the territory's needs. Similarly, these customers should not
2 suffer the long-term environmental costs associated with the construction and operation of an
3 additional and unnecessary 710 MW CCGT for the territory.

4 Indeed, the anticipated impact that Evergy's Application will have on ratepayers was a
5 major concern among those who submitted public comments. While many folks believed Evergy
6 should cover its own costs to construct the facilities, the following concerns regarding impact on
7 ratepayers were recurring throughout the public comments:

- 8 • "People who are on a fixed income cannot afford to pay more than we already
9 do."⁹
- 10 • "[A] rate increase would really put a burden on us Kansans. Especially for our
11 neighbors with low or fixed income. There isn't a lower cost alternative to
12 using Evergy, in fact there isn't ANY alternative."¹⁰
- 13 • "No one is really considering the seniors and the ones that living on fixed
14 incomes. You want to do all this work and charge us for it when we barely
15 making our electric bills now."¹¹
- 16 • "It is time for Kansas to stop paying the higher rates."¹²
- 17 • "Continuing to rely on gas generation is detrimental to the future of Kansas
18 and the rate payers of Evergy. The engineering economics place renewables at
19 pennies on the dollar when compared to generation and the lack of investment
20 is indication that Evergy is not putting the ratepayers, customers, and citizens
21 of Kansas first when making these decisions."¹³
- 22 • "This is a speculative proposal generating debt that ratepayers will be
23 responsible for retiring during an era of alternative energy development—
24 placing Kansas profoundly out of step and therefore at great risk of being
25 saddled with long-term energy costs we cannot afford."¹⁴
- 26 • "Evergy has not justified why gas plants are necessary instead of expanding
27 wind, solar, or battery storage. Other utilities are investing in cheaper, long-
28 term renewable energy, but Evergy is locking Kansas into fossil fuels with
29 unpredictable fuel costs."¹⁵
- 30 • "At a time when we are about to see huge increases in costs due to tarrifs, [sic]
31 we cannot afford to have increased energy bills."¹⁶

⁹ See Notice of Filing of Public Comments, Docket No. 25-EKCE-207-PRE, at 8 (PDF pagination) (Apr. 16, 2025) (hereinafter "Comments").

¹⁰ *Id.* at 10.

¹¹ *Id.* at 76.

¹² *Id.* at 5.

¹³ *Id.* at 133.

¹⁴ *Id.* at 17.

¹⁵ *Id.* at 177.

¹⁶ *Id.* at 134.

1 Eversys decision to take two 50% ownership stakes between two CCGTs will result in
2 EKC customers paying for the construction and operation of two CCGTs with a combined
3 capacity of 1420 MW when only one CCGT at 710 MW is needed. CEP cannot say that the Gas
4 Settlement will result in just and reasonable rates because EKC's future gas capacity needs can be
5 covered by the construction and operation of just one CCGT. The impact on ratepayers based on
6 the construction and operation of two CCGTs is unnecessary and imprudent.

7 **Q. Do the results of the settlement agreement support the public's interest and interest of**
8 **customers represented by CEP?**

9 A. No. There is ample evidence, including an admission by Eversys, that only one CCGT is needed
10 to accommodate EKC's identified future gas needs in 2029 and 2030—the scope of this
11 predetermination docket. The rationale provided by Eversys in support of constructing two
12 separate CCGTs does not further the public's interest or the interest of customers represented by
13 CEP because constructing two separate CCGTs will undoubtedly result in the long-term
14 implementation of an otherwise unnecessary 710 MW gas-powered facility, a generation type
15 that will produce greenhouse gas for years to come, and, as other stakeholders have testified, will
16 be reliant on volatile gas prices.

17 The public interest and the interest of customers represented by CEP is best served when
18 Eversys makes generation decisions based on actual, identified needs. EKC's 2024 IRP identified
19 only 650 MW of future gas capacity needs. Yet, Eversys's Application seeks to justify recouping
20 construction costs of two facilities that can produce a combined 1420 MW of gas capacity. This is
21 not only overkill, but it ignores the long-term greenhouse gas impact that constructing and
22 operating an otherwise unnecessary 710 MW of CCGT will have on the environment and
23 customers represented by CEP. Indeed, many of the comments submitted in this docket identified
24 a desire to implement generation sources that were less volatile and more environmentally

1 friendly. Because of CEP concerns with the prudence of Evergy's decision to construct two
2 CCGTs, CEP cannot recommend that the public interest will be served by approving the Gas
3 Settlement.

4 **Q. What do you recommend?**

5 A. I recommend that the KCC find that the Gas Settlement: (1) gave opposing parties an
6 opportunity to be heard on the reasons for opposition to the settlement agreement; (2) is not
7 supported by substantial competent evidence primarily because Evergy's ownership stake
8 decision is not the most prudent way to meet EKC's gas needs identified in its preferred IRP and
9 acquisition strategy; (3) conforms with applicable law; (4) does not result in just and reasonable
10 rates; and (5) is not in the public interest including the interest of customers represented by CEP.

11 Said differently, I recommend that the KCC deny the Gas Settlement.

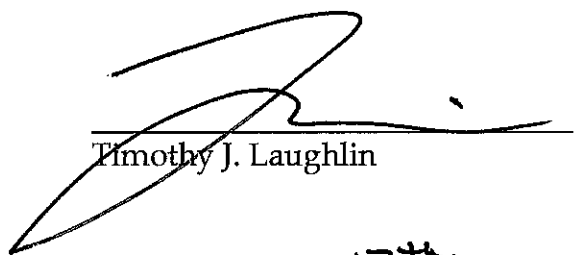
12 **Does this conclude your testimony?**

13 A. Yes, thank you.

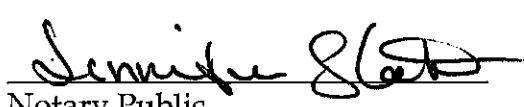
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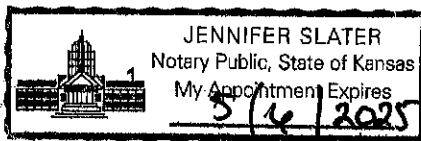
STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

I, Timothy J. Laughlin, being first duly sworn upon my oath state that I am Outside Legal Counsel for the Climate + Energy Project; that I have read and am familiar with the Testimony in Opposition of Non-Unanimous Partial Settlement Agreement Regarding Gas Facilities but in Support of Unanimous Partial Settlement Agreement Regarding Solar Facility of Dorothy Barnett and attest that the statements therein are true and correct to the best of my knowledge, information, and belief under the penalties of perjury.


Timothy J. Laughlin

SUBSCRIBED AND SWORN to before me on this 17th day of April, 2025.


Notary Public



My Commission expires: 5/4/2025

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of April 2025, the above and foregoing was electronically filed with the Kansas Corporation Commission and that one copy was delivered electronically to all parties on the service list as follows:

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