BEFORE THE CORPORATION COMMISSION

OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION	]	
OF GREAT PLAINS ENERGY INCORPORATED,	]	
KANSAS CITY POWER AND LIGHT COMPANY	]	KCC Docket No. 18-KCPE-095-MER
AND WESTAR ENERGY, INC. FOR APPROVAL	]	
OF THE MERGER OF WESTAR ENERGY, INC.	]	
AND GREAT PLAINS ENERGY INCORPORATED	]	

TESTIMONY IN SUPPORT OF SETTLEMENT AGREEMENT

ANDREA C. CRANE

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

March 12, 2018

I. INTRODUCTION AND BACKGROUD

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, FL 33306.

Q. Did you previously file testimony in this proceeding?

A. Yes, on January 29, 2018, I filed Direct Testimony on behalf of the Citizens' Utility Ratepayer Board ("CURB"). My Direct Testimony addressed the filing made on August 25, 2017, by Great Plains Energy, Inc. ("GPE"), Kansas City Power and Light Company ("KCP&L"), and Westar Energy, Inc. ("Westar", collectively "Joint Applicants") requesting that the Kansas Corporation Commission ("KCC" or "Commission") approve an Amended Merger Agreement ("Amended Agreement") between Westar and GPE, the parent company of KCP&L.

Q. Please summarize the conclusions and recommendations contained in your Direct Testimony regarding the Amended Agreement and the proposed merger of Westar and GPE.

A. As discussed in my Direct Testimony, there are several factors that make GPE a good candidate to merge with Westar. GPE, through KCP&L, already operates an electric utility that is contiguous to the Westar service territory. The KCC is familiar with KCP&L, and KCP&L is familiar with regulation in Kansas. KCP&L and Westar already share ownership of several generating facilities. These factors are all favorable and suggest that the merger of

Westar and GPE could result in considerable cost savings and other benefits for ratepayers. Nevertheless, in my Direct Testimony I expressed concerns that the proposals contained in the Application did not provide a reasonable sharing of the anticipated benefits between ratepayers and shareholders, and I recommended that the KCC adopt several additional safeguards if the merger was approved.

Q. What are the merger savings estimated by the Joint Applicants?

A. The Joint Applicants estimate gross savings of $627 million during the first five years following the merger. In addition to the gross savings of $627 million, the Joint Applicants also expect additional capital and operational savings relating to the early retirement of certain KCP&L and GMO generating facilities, consolidation of the ownership of Wolf Creek, and avoidance or deferral of other capital projects. In the Application, the Joint Applicants proposed to provide retail electric customers with upfront bill credits of $50 million (total company) if the merger was approved. They also made various other commitments relating to headquarter locations, employees and related benefits, community involvement, financing and ring fencing safeguards, ratemaking and accounting treatment, affiliated transactions, quality of service, and reporting requirements.

Q. What additional safeguards did you recommend be adopted if the KCC approved the merger?

A. In my Direct Testimony, I recommended that five additional safeguards be adopted if the proposed merger was approved by the KCC. These include:

1. Total guaranteed bill credits of $250 million over the next five years, including an initial ratepayer credit of $100 million upon closing of the merger with an additional credit of $50 million in each year from 2020 to 2022.
2. A moratorium on base rate increases for five years following the effective date of rates in each company's 2018 base rate case.
3. Rejection of the Joint Applicants' request to defer transition costs associated with the merger.
4. A limitation on dividends to 100% of net income, unless a higher level is authorized by the KCC, and a requirement to provide notification to the KCC if the debt component of the capital structure of the holding company ("Holdco"), Westar, or KCP&L exceeds 55%.
5. A commitment by the Joint Applicants to retain Westar's inclining block residential rate structure.

In addition to the above recommendations, CURB witness Stacey Harden recommended certain reporting requirements with regard to capital expenditures over the next five years and CURB witness Cary Catchpole recommended the expansion of certain reliability and customer service metrics and related penalties.

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

A. Yes, the parties to this case have engaged in subsequent settlement discussions. As a result, several parties have entered into a Non-Unanimous Settlement Agreement ("Settlement Agreement") that recommends approval of the merger by the KCC, subject to various conditions. Parties to the Settlement Agreement include the Joint Applicants, CURB, the Staff of the State Corporation Commission of the State of Kansas ("Staff"), Sunflower Electric Power Corporation, Inc. ("Sunflower"), Mid-Kansas Electric Company, Inc. (Mid-Kansas"), Midwest Energy, Inc. ("Midwest"), Kansas Power Pool ("KPP"), and Brightergy, LLC.[1]

II. DESCRIPTION OF THE SETTLEMENT AGREEMENT

Q. Please summarize the terms of the Settlement Agreement.

A. The Settlement Agreement recommends that the KCC approve the merger, subject to various conditions and commitments. The Settlement Agreement provides for initial up-front ratepayer credits to Westar and KCP&L retail electric customers of $23,065,299 and $7,514,220 respectively. These amounts are based on the Kansas-jurisdictional share of total upfront bill credits of $50 million, as proposed in the Application. These credits will be allocated among the customer classes using the method recommended by Staff witness, Bob Glass, in his direct testimony, pages 15-18. Credits will be allocated among customers within each class on the basis of revenue, except for the residential class where credits will be allocated on a per-customer basis.

[1] International Brotherhood of Electrical Workers ("IBEW") 304, 412, 1464, and 1613 and Wal-Mart Stores, Inc.

After the conclusion of KCP&L's 2018 base rate case, both Westar and KCP&L will be subject to a five-year base rate moratorium. The signatories agree to recommend that the KCC authorize a return on equity ("ROE") of 9.3% in the 2018 base rate cases, or to recommend a range that is not more than 20 basis points below or above the 9.3% ROE. In the event that the KCC authorizes an ROE for KCP&L or Westar that is below 9.3%, then the base rate moratorium period for that company shall be reduced to three years.

In addition, the signatories agree to support a second step increase in February 2019 for Westar related to the termination of a wholesale contract with MKEC and the expiration of federal production tax credits related to the Central Plains and Flat Ridge wind farms placed into service by Westar in late 2008/early 2009 timeframe. The second stage increase related to the loss of the wholesale contract will be handled through the Retail Energy Cost Adjustment ("RECA") mechanism.

The Settlement Agreement also provides for the inclusion in new base rates of all merger-related savings achieved at the update date in each case, defined as 60 days after the filing of each respective rate case. In addition, the Settlement Agreement identifies a minimum level of savings for each company ($22.5 million for Westar and $7.5 million for KCP&L) that will be included in new rates resulting from the 2018 base rate cases. Finally, the Joint Applicants have agreed to refund to customers all amounts related to tax reform from January 1, 2018 through the effective date of new retail rates, without any offsets related to alleged under-earnings.

("Walmart") subsequently noted support for the Settlement Agreement.

Q. Please describe the ratemaking treatment that will take place during the rate moratorium.

A. In addition to the initial bill credits, the Joint Applicants have agreed to additional annual bill credits by March 31 in each year 2019, 2020, 2021 and 2022 in the amount of $8,649,487 for Westar retail electric customers and $2,817,832 for KCP&L's Kansas retail electric customers. These credits are based on an assumption of total credits of $18.75 million in each of those years, bringing the total guaranteed ratepayer credits to $125 million (total company). These additional annual credits will be assigned to each retail electric customer within the applicable Kansas rate jurisdiction based upon the same method as the original 2018 fixed bill credits.

In addition, the parties have agreed to an Earnings Review and Sharing Plan ("ERSP") for 2019-2022. During this period, the Joint Applicants will file annual earnings reports by March 31 following the end of each calendar year 2019 – 2022. If actual earnings (based on the 9.3% ROE and specified capital structures) exceed the fixed credits for that year referenced above, the excess earnings will be subject to a 50/50 sharing allocation between ratepayers and shareholders. Any additional credits to customers will be allocated among customer classes based on the allocations adopted in the 2018 base rate cases. Credits will be allocated to customers within each class based on revenues, except for the residential class where credits will be allocated on a per-customer basis.

Q. How are transition costs handled in the Settlement Agreement?

A. The Settlement Agreement provides for the recovery of the Kansas-jurisdictional share of up to $50 million of transition costs, which shall be deferred and amortized over ten years beginning with the effective date of the rates resulting from the 2018 base rate cases. The Settlement Agreement does not provide for the recovery of any transaction costs, consistent with the Application.

Q. Are there other conditions and commitments contained in the Settlement Agreement?

A. Yes, there are numerous other conditions and commitments contained in the Settlement Agreement. For example, the Settlement Agreement provides for the retention of an operating headquarters in Topeka for up to ten years following the merger and requires the Joint Applicants to maintain at least 500 employees at the Kansas headquarters location for at least five years. The Settlement Agreement also includes employee commitments regarding collective bargaining agreements, maintenance of comparable compensation levels and benefits for all employees for two years, and no involuntary severance of employees as a result of the Merger. The Settlement Agreement also includes management and organizational provisions regarding the Board of Directors post-merger.

There are also financial commitments regarding the separation of Holdco, Westar, and KCP&L, certain capital structure restrictions for each entity, and the requirement that separate debt be maintained by each entity. There are commitments by Holdco to provide sufficient capitalization to the Joint Applicants to allow them to provide safe and reliable utility service in Kansas. Holdco also agrees to maintain consolidated debt (excluding short-term debt and debt due within one year) of no more than 65 percent of total consolidated capitalization, and KCP&L and Westar debt (excluding short-term debt and debt due within one year) shall be limited to 60 percent of capitalization. Holdco commits that Westar and KCP&L will not make any dividend payments to the parent company, or other upstream cash payment, to the extent that the payment would result in an increase in either utility's debt level (excluding short-term debt and debt due within one year) above 60 percent of its total capitalization, unless the Commission authorizes otherwise.

There are also provisions regarding notification to the KCC in the event of a credit downgrade by Holdco, KCP&L or Westar, and requirements to develop plans to achieve an investment grade rating should a downgrade occur. Moreover, there is a requirement that the Joint Applicants hold ratepayers harmless in the event of a downgrade that is related to the merger. There is also a general commitment that ratepayers will not be adversely impacted on an overall basis as a result of the merger, and that future cost of service and rates will be set commensurate with financial and business risks attendant to their individual regulated utility operations.

The Settlement provides that goodwill resulting from the merger will be maintained on the books of Holdco and that the Joint Applicants will not seek to recover any goodwill from ratepayers. There is also a provision that ratepayers will be held harmless if goodwill is impaired for any reason. The Settlement Agreement also contains various provisions regarding affiliated interests, including filing and reporting requirements, and requires the Joint Applicants to comply with the Commission's affiliate transaction rules. The Joint Applicants have committed to meeting with Staff and CURB no later than sixty (60) days after the closing of the merger to discuss the expected impact on the allocation of costs among Holdco's utility and non-utility subsidiaries and have committed to filing updates to the current Cost Allocation Manuals ("CAMs").

Q. Does the Stipulation contain conditions regarding quality of service?

A. Yes, the Joint Applicants have agreed to provide annual reports on the quality of service. They have also agreed to penalties if certain benchmarks are not achieved.

Q. Does the Settlement Agreement include various reporting requirements?

A. Yes, it does. The Settlement Agreement includes a recommendation that the Commission open a compliance docket to maintain merger-related filings. In addition, the Settlement Agreement provides for periodic meetings with Staff and CURB to keep the parties apprised of the status of integration implementation and to examine the actual benefits of the merger relative to expectations. It also recommends that the parties initiate a Capital Plan Reporting compliance docket during the rate moratorium to provide Staff and the Commission with the information and data necessary to understand forecasted and actual capital expenditures over a five-year period.

The Joint Applicants have agreed to various other reporting requirements, including a requirement to provide integrated resource plans ("IRP") filed in Missouri to the KCC. KCP&L and Westar will also provide Staff and CURB with access to all written information provided to common stock, bond or bond rating analysts relating to KCP&L, Westar or any affiliate that exercises influence or control over KCP&L, Westar, or Holdco. The Joint Applicants will also make available all books, records and employees as may be reasonably required to verify compliance with KCP&L's and Westar's CAM and any conditions ordered by the Commission. The Settlement also assures Staff and CURB access to various other records and documents, including material related to the Board of Directors.

III. EVALUATION OF SETTLEMENT AGREEMENTS

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

A. Yes, I am. The KCC has adopted five guidelines for use in evaluating settlement agreements. These include: (1) Has each party had an opportunity to be heard on its reasons for opposing the settlement? (2) Is the agreement supported by substantial evidence in the record as a whole? (3) Does the agreement conform to applicable law? (4) Will the agreement result in just and reasonable rates? (5) Are the results of the agreement in the public interest, including the interests of customers represented by any party not consenting to the agreement?

I understand that CURB counsel will address item 3, i.e., does the Settlement Agreement conform to applicable law, in opening statements at the upcoming hearing. Since I am not an attorney, it is more appropriate for CURB counsel to address this issue than for me to address it. However, I will discuss the remaining four guidelines.

Q. Has each party had an opportunity to be heard on its reasons for opposing the Settlement Agreement?

A. Yes, they have. I participated personally in settlement negotiations in this case and each party had an opportunity to participate and be heard. The parties discussed issues, resolved certain numerical discrepancies, and negotiated aggressively. The negotiations were extensive and took place over many days. While not all parties are signatories to this Settlement Agreement, I believe that all parties had the opportunity to participate and to actively promote their positions. In addition, any party opposing the Settlement Agreement will have the opportunity to file testimony in opposition, to participate in the upcoming hearing on the Settlement Agreement, and to cross-examine the signatories on the provisions of the Settlement Agreement.

Q. Is the Settlement supported by substantial evidence in the record as a whole?

A. Yes, it is. In addition to the Joint Applicants, numerous parties filed testimony in this case, including Staff, CURB, IBEW 304, Kansas Industrial Consumers Group ("KIC"), KPP, Kansas Electric Power Cooperative ("KEPCO"), Sierra Club, and Walmart. Much of the testimony that was filed expressed general support for a merger of Westar and KCP&L but also expressed concerns regarding the allocation of related benefits between ratepayers and shareholders. Additional issues were raised regarding the general level of rates in Kansas, potential labor dislocations, and environmental impacts. Both Staff and CURB proposed specific provisions that would result in a more equitable sharing of expected merger benefits and would provide additional safeguards to Kansas ratepayers. The Settlement Agreement incorporates many of the provisions recommended by Staff and CURB, including higher guaranteed fixed credits to Kansas ratepayers and a rate moratorium. While the Settlement Agreement does not address all of the issues raised by all of the intervenors, the provisions of the Settlement Agreement do address many of the concerns raised by the parties and is based on the evidence in the record.

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

A. Yes, the Settlement Agreement will result in just and reasonable rates. Both Westar and KCP&L will have rate cases in 2018 to determine appropriate base distribution rates for each utility. Therefore, the KCC will have the ability to ensure that just and reasonable rates are implemented in 2018. Base rates will then remain unchanged during a five-year rate moratorium period, providing further protection to ratepayers. Moreover, during this five-year period, ratepayers will receive a minimum of $125 million in fixed bill credits. In addition, ratepayers will also receive 50% of any additional earnings in excess of a 9.3% ROE. These provisions will ensure that ratepayers will share in the benefits if actual merger savings are higher than projected. These provisions will also ensure that ratepayers will benefit from other factors, such as higher-than-anticipated revenues or additional cost savings that are not directly related to the merger.

Q. Are the results of the Settlement Agreement in the public interest, including the interests of customers represented by any party not consenting to the agreement?

A. Yes, given the conditions outlined in the Settlement Agreement, I believe that the proposed merger of Westar and KCP&L is in the public interest. As discussed previously, Westar and KCP&L are a good fit. The companies have contiguous service territory, which should maximize efficiencies of combining the utilities under common ownership. Both KCP&L and Westar are local companies with a significant presence in Kansas. Both are familiar with regulation in Kansas and the KCC is familiar with both companies. The companies share ownership of certain generating facilities in the region. For many reasons, Westar and KCP&L are good candidates for a merger.

Moreover, the Joint Applicants have estimated that the merger will result in millions of dollars of savings over the first five years, and even more if one assumes that savings will continue indefinitely. While I do not believe that savings after five-years should be given much consideration by the KCC, the savings expected during the initial five-year period are sufficient to provide real benefits to Kansas ratepayers resulting from the merger, especially given the level of fixed and guaranteed bill credits reflected in the Settlement Agreement.

During this period, ratepayers will benefit from minimum annual savings of $22.5 million and $7.5 million that will be reflected in rates resulting from the 2018 base rate cases for Westar and KCP&L respectively. In addition, Westar and KCP&L ratepayers are guaranteed additional bill credits of $23.06 million and $7.51 million respectively in 2018, and of $8.65 million and $2.82 million respectively for each year from 2019-2022.

Ratepayers may also receive additional bill credits if actual earnings are higher than projected. Ratepayers benefit from an agreed-upon ROE of 9.3% that will be recommended by the signatories in the 2018 base rate cases and used in the earnings sharing tests during the rate moratorium period. Moreover, this ROE will be utilized for a five-year period, even if capital costs increase over this time.

Q. Does the Settlement Agreement provide additional ratepayer benefits?

A. Yes, it does. In addition to the financial benefits discussed above, the Settlement Agreement also identifies quality of service benchmarks and provides for penalties in the event that these benchmarks are not met. In addition, the Settlement Agreement contains extensive reporting requirements, including reporting requirements related to capital investments made by the Joint Applicants over the rate moratorium period. In this regard, the Settlement Agreement addresses the concerns expressed by CURB witnesses Cary Catchpole and Stacey Harden in their Direct Testimonies.

Q. Are there other benefits to Kansas and its economy?

A. Yes, Topeka will benefit from a commitment to retain an operating headquarters in Topeka for a period of ten years following the merger, and to maintain 500 employees at the Kansas headquarter for at least five years. In addition, employees of both Westar and KCP&L that live in Kansas are assured that they will not involuntarily lose their jobs as a result of the merger and are also assured of certain compensation and benefit levels for a two-year period.

The Joint Applicants have also committed to maintain certain levels of charitable giving and community involvement in the Kansas service territories, which will provide general benefits to the state and local communities.

Q. Does the Settlement Agreement reflect the consensus of a diverse group?

A. Yes, it does. While not all parties to the proceedings are signatories to the Settlement Agreement, the Settlement Agreement does reflect consensus among a diverse group of parties representing various classes of customers, cooperatives, municipal energy providers, and other utilities. The fact that these diverse parties are signatories suggests that the Settlement Agreement is in the public interest and should be approved by the KCC.

IV. COMMISSION'S MERGER STANDARDS

Q. In addition to the criteria for evaluating settlements, have you also examined the Settlement Agreement in light of the merger standards that have been adopted by the Commission?

A. Yes, I have. As discussed in my Direct Testimony, the KCC has adopted the following criteria to determine if the public interest standard had been met when evaluating a merger:

(a) The effect of the transaction on consumers, including:

(i) the effect of the proposed transaction on the financial condition of the newly created entity as compared to the financial condition of the stand-alone entities if the transaction did not occur;

(ii) the reasonableness of the purchase price, including whether the purchase price was reasonable in light of the savings that can be demonstrated from the merger and whether the purchase price is within a reasonable range;

(iii) whether ratepayer benefits resulting from the transaction can be quantified;

(iv) whether there are operational synergies that justify payment of a premium in excess of book value; and

(v) the effect of the proposed transaction on the existing competition.

(b) The effect of the transaction on the environment.

(c) Whether the proposed transaction will be beneficial on an overall basis to state and local economies and to communities in the area served by the resulting public utility operations in the state. Whether the proposed transaction will likely create labor dislocations that may be particularly harmful to local communities, or the state generally, and whether measures can be taken to mitigate the harm.

(d) Whether the proposed transaction will preserve the jurisdiction of the KCC and the capacity of the KCC to effectively regulate and audit public utility operations in the state.

(e) The effect of the transaction on affected public utility shareholders.

(f) Whether the transaction maximizes the use of Kansas energy resources.

(g) Whether the transaction will reduce the possibility of economic waste.

(h) What impact, if any, the transaction has on the public safety.

Q. What additional safeguards did CURB recommend in its Direct Testimonies in order to ensure that the Commission's Mergers Standards were met?

A. In its Direct Testimonies, CURB recommended the following additional safeguards:

- Bill credits of $250 million
- Five-year rate moratorium
- Rejection of the Company's request to defer transition costs
- Notification to the KCC if debt levels exceed 55%
- Limitation on the amount of dividends to be paid absent KCC approval
- Retention of Westar's inclining block residential rate structure
- Reporting requirements on capital expenditures
- Expansion of certain reliability and customer service metrics and related penalties

Q. Given the provisions contained in the Settlement Agreement, does the proposed merger meet the public interest standard based on the KCC's Merger Standards?

A. Yes, based on the KCC's Merger Standards, the Settlement Agreement meets the public interest standard. Most of the concerns raised in my Direct Testimony were directed to the financial benefits of the merger and how those benefits should be passed through to Kansas ratepayers. I was particularly concerned that insufficient benefits were being passed through to ratepayers. I recommended a fixed credit bill credit of $250 million (total company) over five years, instead of the $50 million proposed by the Joint Applicants, and a five-year rate moratorium. The Settlement Agreement provides for guaranteed bill credits of $125 million (total company) and a five-year rate moratorium. While the $125 million is less than I recommended, the Settlement Agreement also includes the potential for additional ratepayer credits based on actual earnings during the rate moratorium. In addition, the Settlement ensures that rates resulting from the 2018 base rate cases will reflect annual savings of at least $22.5 million for Westar and of $7.5 million for KCP&L.

In addition, while the Settlement does provide for the recovery of $50 million in transition costs, this amount is approximately 30% less than the transition costs reflected in the Application. In addition, these transition costs will be amortized over a ten-year period, thereby further mitigating the rate impact to consumers.

Q. Please discuss the concern raised in your Direct Testimony regarding limiting the debt in the capital structures of Holdco, Westar, and KCP&L and imposing dividend limitations in certain circumstances.

A. The Joint Applicants originally proposed to limit debt in the capital structures of Holdco, Westar, and KCP&L to no greater than 65%. In my Direct Testimony, I recommended that the Joint Applicants be required to notify the KCC if the capital structures of Holdco, Westar, or KCP&L exceeded 55% debt so that the Commission could determine whether an additional review was necessary. Similarly, I recommended that the Joint Applicants be required to notify the KCC if the payment of any dividends, either by the holding company or one of the Kansas-regulated subsidiaries, would result in a debt level above 55%.

The Settlement Agreement limits debt in the capital structure of Holdco to 65% and limits debt in the capital structures of Westar and KCP&L to 60%. Moreover, it restricts dividends from Westar and KCP&L if the payment of those dividends would cause the utilities to exceed this debt limitation. Given the extensive monitoring and reporting requirements contained in the Settlement Agreement, as well as other safeguards previously imposed by the KCC, I believe that the KCC and other parties will have an opportunity to monitor actual debt and dividend levels, at least during the term of the rate moratorium. If the KCC believes that additional monitoring safeguards are necessary at some point in the future, it can impose additional reporting requirements at that time.

Q. Does the Settlement Agreement meet the Merger Standards discussed in the Direct Testimonies of Ms. Catchpole and Ms. Harden?

A. Yes, the Settlement Agreement contains quality of service benchmarks and penalty provisions in the event that these benchmarks are not met. In addition, the Settlement Agreement also contains a Capital Plan Reporting process so that the parties can review and evaluate capital spending over period of the rate moratorium. Therefore, the concerns raised by Ms. Catchpole and Ms. Harden have been addressed in the Settlement Agreement.

V. <u>RECOMMENDATION</u>

Q. What do you recommend?

A. I recommend that the KCC find that all parties had the opportunity to participate in the settlement process, that the Settlement Agreement is supported by substantial evidence in the record, that the Settlement Agreement will result in just and reasonable rates, and that the Settlement Agreement is in the public interest. I also recommend that the KCC find that the Settlement Agreement is in the public interest based on the Merger Standards that the KCC has adopted for merger transactions. Therefore, I recommend that the KCC approve the Settlement as filed.

Q. Does this conclude your testimony?

A. Yes, it does.

VERIFICATION

STATE OF FLORIDA)

COUNTY OF BROWARD) ss:

Andrea C. Crane, 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 Non-Unanimous Settlement Agreement, and that the statements made therein are true to the best of her knowledge, information and belief

Andrea C. Crane

Andrea C. Crane

Subscribed and sworn before me this 8TH day of March, 2018.

Notary Public Diane K Pappa

My Commission Expires: November 3, 2020

DIANE K PAPPA
MY COMMISSION # GG021910
EXPIRES November 03, 2020

NOTARY PUBLIC STATE OF FLORIDA

CERTIFICATE OF SERVICE

18-KCPE-095-MER

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 12th day of March, 2018, to the following:

MICHAEL E. AMASH, ATTORNEY
BLAKE & UHLIG PA
SUITE 475 NEW BROTHERHOOD BLDG
753 STATE AVE.
KANSAS CITY, KS 66101
MEA@BLAKE-UHLIG.COM

MARTIN J. BREGMAN
BREGMAN LAW OFFICE, L.L.C.
311 PARKER CIRCLE
LAWRENCE, KS 66049
mjb@mjbregmanlaw.com

ANDREW J. ZELLERS, GEN COUNSEL/VP
REGULATORY AFFAIRS
BRIGHTERGY, LLC
1712 MAIN ST 6TH FLR
KANSAS CITY, MO 64108
andy.zellers@brightergy.com

GLENDA CAFER, ATTORNEY
CAFER PEMBERTON LLC
3321 SW 6TH ST
TOPEKA, KS 66606
glenda@caferlaw.com

TERRI PEMBERTON, ATTORNEY
CAFER PEMBERTON LLC
3321 SW 6TH ST
TOPEKA, KS 66606
terri@caferlaw.com

DOROTHY BARNETT
CLIMATE & ENERGY PROJECT
PO BOX 1858
HUTCHINSON, KS 67504-1858
barnett@climateandenergy.org

JONATHAN LESSER
CONTINENTAL ECONOMICS, INC.
6 REAL PLACE
SCANDIA PARK, NM 87047
jlesser@continentalecon.com

DANIEL R. ZMIJEWSKI
DRZ LAW FIRM
9229 WARD PARKWAY STE 370
KANSAS CITY, MO 64114
dan@drzlawfirm.com

SHANNON FISK, ATTORNEY
EARTHJUSTICE
1617 JOHN F KENNEDY BLVD
SUITE 1675
PHILADELPHIA, PA 19103
sfisk@earthjustice.org

SARAH STEELE
GILMORE & BELL, P.C.
ONE MAIN PLACE
100 NORTH MAIN, STE. 800
WICHITA, KS 67202
ssteele@gilmorebell.com

DARRELL MCCUBBINS, BUSINESS MANAGER
IBEW LOCAL UNION NO. 1464
1760 UNIVERSAL AVENUE
KANSAS CITY, MO 64120
kwhiteman@ibew1464.org

DAVID PINON, BUSINESS MANAGER
IBEW LOCAL UNION NO. 1613
6900 EXECUTIVE DR
SUITE 180
KANSAS CITY, MO 64120
local1613@earthlink.net

JASON IANACONE
IBEW LOCAL UNION NO. 225
IBEW Local 225
PO Box 404
Burlington, KS 66839
Jason.ianacone@gmail.com

JOHN GARRETSON, BUSINESS MANAGER
IBEW LOCAL UNION NO. 304
3906 NW 16TH STREET
TOPEKA, KS 66615
johng@ibew304.org

BRAD MILLER, East End Asst. Bus. Mgr.
IBEW LOCAL UNION NO. 304
IBEW Local Union No. 304
3906 NW 16th Street
Topeka, KS 66615
bradm@ibew304.org

RANDY ADAMS, BUSINESS MANAGER
IBEW LOCAL UNION NO. 412
1760 UNIVERSAL AVENUE
KANSAS CITY, MO 64120
business.manager@ibew412.org

JOHN KRAJEWSKI, PRESIDENT
J K ENERGY CONSULTING LLC
650 J STREET STE 108
LINCOLN, NE 68508
jk@jkenergyconsulting.com

ALAN I. ROBBINS, ATTORNEY
JENNINGS, STROUSS & SALMON, P.L.C
1350 I Street, NW
Suite 810
WASHINGTON, DC 20005
arobbins@jsslaw.com

DEBRA D. ROBY, ATTORNEY
JENNINGS, STROUSS & SALMON, P.L.C
1350 I Street, NW
Suite 810
WASHINGTON, DC 20005
droby@jsslaw.com

ANDREA I. SARMENTERO GARZON
JENNINGS, STROUSS & SALMON, P.L.C
1350 I Street, NW
Suite 810
WASHINGTON, DC 20005
asarmentero@jsslaw.com

SUSAN ALIG, ASSISTANT COUNSEL
KANSAS CITY KANSAS BOARD OF PUBLIC UTILITIES
701 N 7TH STREET
KANSAS CITY, KS 66101
salig@wycokck.org

ANGELA LAWSON, SENIOR COUNSEL
KANSAS CITY KANSAS BOARD OF PUBLIC UTILITIES
540 MINNESOTA AVENUE
KANSAS CITY, KS 66101-2930
alawson@bpu.com

ROBERT J. HACK, LEAD REGULATORY COUNSEL
KANSAS CITY POWER & LIGHT COMPANY
ONE KANSAS CITY PL, 1200 MAIN ST 31ST FLOOR (64105)
PO BOX 418679
KANSAS CITY, MO 64141-9679
ROB.HACK@KCPL.COM

DARRIN R. IVES, VICE PRESIDENT, REGULATORY AFFAIRS
KANSAS CITY POWER & LIGHT COMPANY
ONE KANSAS CITY PL, 1200 MAIN ST 31ST FLOOR (64105)
PO BOX 418679
KANSAS CITY, MO 64141-9679
darrin.ives@kcpl.com

ROGER W. STEINER, CORPORATE COUNSEL
KANSAS CITY POWER & LIGHT COMPANY
ONE KANSAS CITY PL, 1200 MAIN ST 31ST FLOOR (64105)
PO BOX 418679
KANSAS CITY, MO 64141-9679
roger.steiner@kcpl.com

NICOLE A. WEHRY, SENIOR REGULTORY COMMUNICATIONS SPECIALIST
KANSAS CITY POWER & LIGHT COMPANY
ONE KANSAS CITY PL, 1200 MAIN ST 31ST FLOOR (64105)
PO BOX 418679
KANSAS CITY, MO 64141-9679
NICOLE.WEHRY@KCPL.COM

ANTHONY WESTENKIRCHNER, SENIOR PARALEGAL
KANSAS CITY POWER & LIGHT COMPANY
ONE KANSAS CITY PL, 1200 MAIN ST 31ST FLOOR (64105)
PO BOX 418679
KANSAS CITY, MO 64141-9679
anthony.westenkirchner@kcpl.com

BRIAN G. FEDOTIN, DEPUTY GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604-4027
b.fedotin@kcc.ks.gov

DUSTIN KIRK, DEPUTY GENERAL COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604-4027
d.kirk@kcc.ks.gov

MICHAEL NEELEY, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604-4027
m.neeley@kcc.ks.gov

AMBER SMITH, CHIEF LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604-4027
a.smith@kcc.ks.gov

MARK DOLJAC, DIR RATES AND REGULATION
KANSAS ELECTRIC POWER CO-OP, INC.
600 SW CORPORATE VIEW (66615)
PO BOX 4877
TOPEKA, KS 66604-0877
MDOLJAC@KEPCO.ORG

WILLIAM G. RIGGINS, GENERAL COUNSEL
KANSAS ELECTRIC POWER CO-OP, INC.
600 SW CORPORATE VIEW (66615)
PO BOX 4877
TOPEKA, KS 66604-0877
briggins@kepco.org

JAMES GING, DIRECTOR ENGINEERING SERVICES
KANSAS POWER POOL
100 N BROADWAY STE L110
WICHITA, KS 67202
jging@kpp.agency

LARRY HOLLOWAY, ASST GEN MGR OPERATIONS
KANSAS POWER POOL
100 N BROADWAY STE L110
WICHITA, KS 67202
lholloway@kpp.agency

ROBERT V. EYE, ATTORNEY AT LAW
KAUFFMAN & EYE
4840 Bob Billings Pkwy, Ste. 1010
Lawrence, KS 66049-3862
BOB@KAUFFMANEYE.COM

ASHLEY M. BOND, ATTORNEY
KENNETH HOLMBOE
1730 RHODE ISLAND AVENUE NW
SUITE 700
WASHINGTON, DC 20036-3155
amb@duncanallen.com

KENNETH M. HOLMBOE, ATTORNEY AT LAW
KENNETH HOLMBOE
1730 RHODE ISLAND AVENUE NW
SUITE 700
WASHINGTON, DC 20036-3155
kh@duncanallen.com

GREGG D. OTTINGER, ATTORNEY
KENNETH HOLMBOE
1730 RHODE ISLAND AVENUE NW
SUITE 700
WASHINGTON, DC 20036-3155
GDO@DUNCANALLEN.COM

JOHN MICHAEL ADRAGNA
MCCARTER ENGLISH, LLP
1015 15TH STREET, NW
12TH FLOOR
WASHINGTON, DC 20005
jadragna@mccarter.com

KIMBERLY BRICKELL FRANK
MCCARTER ENGLISH, LLP
1015 15TH STREET, NW
12TH FLOOR
WASHINGTON, DC 20005
kfrank@mccarter.com

WILLIAM DOWLING, VP ENGINEERING & ENERGY SUPPLY
MIDWEST ENERGY, INC.
1330 CANTERBURY ROAD
PO BOX 898
HAYS, KS 67601-0898
BDOWLING@MWENERGY.COM

ROBERT MUIRHEAD, REGULATORY-VICE-PRES CUSTOMER SERVICE
MIDWEST ENERGY, INC.
1330 Canterbury Rd
PO Box 898
Hays, KS 67601-0898
bmuirhead@mwenergy.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

BORIS STEFFEN
RMS US LLP
1861 INTERNATIONAL DRIVE
SUITE 400
MCLEAN, VA 22102
boris.steffen@rsmus.com

SUNIL BECTOR, ATTORNEY
SIERRA CLUB
2101 WEBSTER, SUITE 1300
OAKLAND, CA 94312-3011
sunil.bector@sierraclub.org

ANDREW J. FRENCH, ATTORNEY AT LAW
SMITHYMAN & ZAKOURA, CHTD.
7400 W 110TH ST STE 750
OVERLAND PARK, KS 66210-2362
andrew@smizak-law.com

JAMES P. ZAKOURA, ATTORNEY
SMITHYMAN & ZAKOURA, CHTD.
7400 W 110TH ST STE 750
OVERLAND PARK, KS 66210-2362
jim@smizak-law.com

RENEE BRAUN, CORPORATE PARALEGAL, SUPERVISOR
SUNFLOWER ELECTRIC POWER CORPORATION
301 W. 13TH
PO BOX 1020 (67601-1020)
HAYS, KS 67601
RBRAUN@SUNFLOWER.NET

JAMES BRUNGARDT, MANAGER,
REGULATORY RELATIONS
SUNFLOWER ELECTRIC POWER
CORPORATION
301 W. 13TH
PO BOX 1020 (67601-1020)
HAYS, KS 67601
JBRUNGARDT@SUNFLOWER.NET

DAVIS ROONEY, VICE PRESIDENT AND CFO
SUNFLOWER ELECTRIC POWER
CORPORATION
301 W. 13TH
PO BOX 1020 (67601-1020)
HAYS, KS 67601
HROONEY@SUNFLOWER.NET

AL TAMIMI, VICE PRESIDENT, TRANSMISSION
PLANNING AND POLICY
SUNFLOWER ELECTRIC POWER
CORPORATION
301 W. 13TH
PO BOX 1020 (67601-1020)
HAYS, KS 67601
atamimi@sunflower.net

AMY FELLOWS CLINE, ATTORNEY
TRIPLETT, WOOLF & GARRETSON, LLC
2959 N ROCK RD STE 300
WICHITA, KS 67226
amycline@twgfirm.com

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

MARK D. CALCARA, ATTORNEY
WATKINS CALCARA CHTD.
1321 MAIN ST STE 300
PO DRAWER 1110
GREAT BEND, KS 67530
MCALCARA@WCRF.COM

TAYLOR P. CALCARA, ATTORNEY
WATKINS CALCARA CHTD.
1321 MAIN ST STE 300
PO DRAWER 1110
GREAT BEND, KS 67530
TCALCARA@WCRF.COM

CATHRYN J. DINGES, SENIOR CORPORATE
COUNSEL
WESTAR ENERGY, INC.
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
cathy.dinges@westarenergy.com

JEFFREY L. MARTIN, VICE PRESIDENT,
REGULATORY AFFAIRS
WESTAR ENERGY, INC.
818 S KANSAS AVE
PO BOX 889
TOPEKA, KS 66601-0889
JEFF.MARTIN@WESTARENERGY.COM

DAVID L. WOODSMALL
WOODSMALL LAW OFFICE
308 E HIGH ST STE 204
JEFFERSON CITY, MO 65101
david.woodsmall@woodsmalllaw.com

Della Smith
Administrative Specialist