BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

In the Matter of the Joint Application of Evergy Kansas Central, Inc., Evergy Kansas South, Inc., and Evergy Metro, Inc. for Approval of Tariff Charges Related to Wholesale Demand Response Participation	))))))))	**Docket No. 23-EKCE-588-TAR**

RESPONSE OF EVERGY KANSAS CENTRAL, INC., EVERGY KANSAS SOUTH, INC. AND EVERGY METRO, INC. IN OPPOSITION TO SIERRA CLUB'S AND VOTE SOLAR'S PETITION FOR RECONSIDERATION

COME NOW Evergy Kansas Central, Inc., Evergy Kansas South, Inc., and Evergy Metro, Inc. (collectively, "Evergy") and submit the following response opposing the Sierra Club's and Vote Solar's Petition for Reconsideration ("Petition") that was filed in the above-captioned proceeding on November 7, 2023. The Sierra Club and Vote Solar repeat many of the same arguments already rejected by the Commission in its Order of October 24, 2023 ("Order").[1] Having committed no legal or factual error, the Commission should reject the Petition.

I. INTRODUCTION

1. On October 24, 2023, the State Corporation Commission of Kansas ("Commission") approved the Non-Unanimous Settlement Agreement ("Settlement Agreement"). The Settlement Agreement resolved all issues in this proceeding. As approved by the Settlement Agreement, Evergy's tariff revisions require an electric retail customer to agree to certain data reporting and operational obligations prior to participating as a wholesale demand response ("DR") resource in the Southwest Power Pool ("SPP") Integrated Marketplace ("IM"). Evergy's tariff

[1] Oct. 24, 2023, Order Approving Non-Unanimous Settlement ("Order").

revisions ensure that Evergy has the information necessary to meet its statutory obligation to provide efficient and sufficient retail electric service while not inhibiting broad retail customer access in the wholesale demand response market. The Commission's Order accepted the Settlement Agreement after finding that it results in just and reasonable rates and had the support of substantial competent evidence.

2. The Sierra Club and Vote Solar, the only participants to oppose the Settlement Agreement, opposed the Settlement Agreement by arguing that the Commission lacked authority to regulate demand response under state law and that the Federal Power Act preempted Evergy's tariff revisions. The Commission's Order addressed and rejected these arguments.

3. The Commission's Order enjoys a presumption of validity.[2] The Sierra Club and Vote Solar, as the challengers to the Commission's Order, bear the burden of demonstrating that the Commission acted improperly.[3] However, the Sierra Club and Vote Solar repeat the same jurisdictional and preemption arguments in their Petition for Reconsideration. They again argue that the Commission misunderstands Evergy's tariff revisions, exceeds its statutory authority, and trespasses into the federally-regulated wholesale markets.[4] Those arguments offer nothing new for the Commission's consideration and are made no more persuasive in the Petition. In addition, Sierra Club and Vote Solar now argue that the Commission did not rely on substantial evidence,[5] an argument that the Sierra Club and Vote Solar did not raise in its opposition to the Settlement Agreement.[6]

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[2] *Trees Oil Co. v. State Corp. Comm'n*, 105 P.3d 1269 (Kan. 2005).

[3] Kan. Stat. Ann. § 77-621(a)(l); *see also Trees Oil Co.*, 105 P.3d 1269; *In the Matter of the Application of Pioneer Tel. Ass'n, Inc.*, No. 15-PNRT-340-MIS (Apr. 28, 2015).

[4] *See* Sierra Club & Vote Solar, Nov. 7, 2023, Pet. for Reconsideration ¶¶ 24, 43 ("Sierra Club & Vote Solar Pet.").

[5] *See id.* ¶ 24.

[6] *See* Order ¶ 8 (noting that "[n]o party contests" the substantial competent evidence standard).

4. The Sierra Club and Vote Solar have clearly not met their burden, and largely for the same reasons as the Commission already explained in its Order.[7] Thus, the Commission should affirm its Order and reject the Petition.

II. DISCUSSION

A. THE SIERRA CLUB AND VOTE SOLAR MISCHARACTERIZE THE PURPOSE AND SCOPE OF THE TARIFF REVISIONS AND THE COMMISSION'S AUTHORITY TO APPROVE THEM.

5. The Sierra Club and Vote Solar again advance spurious accusations that misrepresent the tariff revisions and the Commission's actions. The Sierra Club and Vote Solar erroneously contend Evergy's tariff does not regulate a relationship between Evergy and its retail customers, but "dictate[s] whether and on what terms a 'customer [may] participate in the SPP's Integrated Marketplace."[8] Sierra Club's and Vote Solar's simplistic characterization continues to gloss over the difference between coordinated wholesale demand response and a customer's independent decision of whether and when to use electricity. The Sierra Club's and Vote Solar's flawed characterization proceeds from an erroneous premise, namely that "the true aim of the tariffs . . . is actually to regulate the relationship between customers and the wholesale market,"[9] when in fact Evergy's aims have always been to ensure the stability of its distribution grid.

6. Evergy's tariff revisions as proposed by the Settlement Agreement and approved by the Commission focus on coordination and information sharing. They do not regulate a retail customer's decision whether to use electricity, and such a characterization further fails to recognize the "difference between a customer's decision to turn the lights off and a decision to turn the lights

[7] *See* Order ¶ 9 ("Sierra Club and Vote Solar argue that the [Settlement] does not conform with applicable law because the Commission lacks the legal authority to regulate demand response and because the [Settlement] is preempted by federal law. The Commission will take up each of these claims in turn.").

[8] Sierra Club & Vote Solar Pet. ¶ 35.

[9] *Id.* ¶ 1.

off in a coordinated fashion with other customers in order to have a substantial effect on the capacity and by extension, safety of the grid."[10] Evergy's tariff revisions do not permit Evergy to choose (or limit) which retail customers can offer wholesale demand response into the SPP IM nor can Evergy otherwise discriminate against retail customer participation in wholesale markets. These revisions accommodate retail customer participation in wholesale markets while permitting Evergy to discharge its statutory obligation of ensuring safe and reliable service.

7. The Commission correctly observed that Evergy's tariff revisions provide certainty to retail customers by clarifying how to obtain Evergy's consent, a pre-existing tariff requirement, and obliging Evergy to act reasonably and quickly. Evergy's tariff revisions modify terms of service related to retail customer participation in wholesale demand response. Evergy proposed these revisions to meet its statutory obligation to provide efficient and sufficient retail electric service. Evergy's relationship with its retail customers must occur pursuant to a tariff. And statute requires the Commission to review such tariffs. The Commission, having satisfied itself with its jurisdiction and Evergy's justification, approved the tariff revisions proposed in the Settlement Agreement.

8. The Sierra Club and Vote Solar continue to dispute the Commission's authority to "prohibit or condition non-jurisdictional services offered by customers to SPP" because the Commission lacks "authority to regulate the relationship between customers and third parties because it inserts those obligations into a utility tariff."[11] The Sierra Club and Vote Solar again mischaracterize the Commission's authority and effect of its Order, and their Petition should be rejected.

[10] Order at ¶ 14.

[11] Sierra Club & Vote Solar Pet. at ¶ 36.

B. THE COMMISSION ADEQUATELY EXPLAINED ITS AUTHORITY TO APPROVE EVERGY'S TARIFF REVISIONS, WHICH DOES NOT CREATE A LIMITLESS EXPANSION OF THE COMMISSION'S JURISDICTION.

9. Sierra Club and Vote Solar claim that the Commission's Order approving the Settlement Agreement is flawed because it relies upon a "nearly limitless" interpretation of the Commission's jurisdiction.[12] Specifically, they contend that the Commission has improperly found that it "has implicit authority to regulate all private activity by non-utility entities that affects the utility."[13]

10. As an initial matter, neither the Commission nor any party to this proceeding had advocated for "nearly limitless" Commission jurisdiction. The Commission's Order, however, appropriately recognized the Commission's broad powers to supervise public utilities, to include ensuring reasonably efficient and sufficient retail service, just and reasonable rates, and reasonable terms of service.[14] Indeed, the Commission is expressly "empowered to do all things necessary and convenient" to ensure electric public utilities meet their statutory obligation to "furnish reasonably efficient and sufficient service and facilities."[15] As a practical matter, the Commission's powers include approving tariffs that govern the relationship between the utility and its customers.[16]

11. The Sierra Club and Vote Solar attempt to distinguish the Kansas Supreme Court's holding in *Danisco Ingredients USA, Inc. v. Kansas City Power and Light Company*, which

[12] *Id.* at ¶ 15.

[13] *Id.*

[14] *See, e.g.,* Kan. Stat. Ann. §§ 66-101, 66-101b. *See also In Re Prudence of Developing Elec. Serv. Quality Standards*, KCC Docket No. 02-GIME-365-GIE, 2004 WL 2544572 (Oct. 4, 2004) (Establishing electric reliability standards and obligating jurisdictional electric utilities to, among other things "make reasonable efforts to avoid and prevent interruptions of service.")

[15] Kan. Stat. Ann. § 66-101b.

[16] Order ¶ 7.

recognizes the role tariffs play in governing the relationship between a utility and its customers.[17] Their rebuttal relies on a strawman argument that fails acknowledge the Court's actual language, namely that "where there are no positive or permissive statutes governing the subject, a [utility] may make reasonable stipulations" as part of the ratemaking process, albeit subject to Commission and judicial review.[18] Evergy never suggested that the Commission has "limitless" power.[19] Nor did the Court require an "inseparable" connection with "the level of service required and rates."[20] The Court instead acknowledged that limitations of liability were integral to ratemaking, which thus permitted reasonable terms in the absence of "positive or permissive statutes governing the subject."[21] This integral relationship similarly exists between DR participation by retail customers and "Evergy's ability to meet its statutory obligation to ensure reasonably sufficient and efficient service."[22]

12. While Sierra Club and Vote Solar attempt to frame the tariff provisions approved in this proceeding as an improper interference in private activities, the provisions were, in fact, driven by Evergy's core obligations as an electric distribution provider. The detailed record in this proceeding establishes legitimate reliability concerns associated with growing participating in coordinated DR activities. The Settlement Agreement, including the associated tariff provisions, incorporates information sharing and coordination obligations to assist Evergy in proactively addressing those concerns. Approval of the Settlement Agreement is consistent with Evergy's

[17] 986 P.2d 377 (Kan. 1999); Sierra Club & Vote Solar Pet. ¶ 32.

[18] *Danisco Ingredients USA, Inc. v. Kansas City Power & Light Co.*, 986 P.2d at 382-83, 386.

[19] *See* Sierra Club & Vote Solar Pet. ¶ 32.

[20] *See id.*

[21] *Danisco Ingredients USA*, 986 P.2d at 382-83.

[22] Evergy, Sep. 22, 2023, Br. in Supp. of the Non-Unanimous Stip. & Agreement at P 13.

obligation to provide safe and reliable service as well as the Commission's authority regulate the distribution service provided by Evergy.

C. THE EXISTING RECORD PROVIDES AMPLE SUPPORT FOR THE COMMISSION'S DECISION TO APPROVE THE SETTLEMENT AGREEMENT AND EVERGY'S TARIFF REVISIONS.

13. Substantial competent evidence possesses something of substance and relevant consequence and furnishes a substantial basis of fact from which the issues can reasonably be resolved.[23] The Commission is the trier of facts and has the expertise through its staff to sift and evaluate conflicting testimony.[24]

14. In their Petition, Sierra Club and Vote Solar contend that Evergy offered only "speculation" as to the potential impacts of coordinated DR on the distribution grid and therefore the Order's factual premise is unsubstantiated in the record.[25] They turn a blind eye to the expert testimony of parties representing diverse interests concerning both the legitimate reliability concerns associated with coordinated DR activities and the reasonableness of the Settlement Agreement provisions aimed at improving utility visibility into DR activities and promoting reliability of the electric service for all of Evergy's customers.

15. First, Mr. Patel, the Senior Manager of Transmission and Distribution Strategy for all of Evergy, Inc.'s utility subsidiaries, described how a sudden change in load of significant magnitude, such as one that could occur through dispatchable DR activities, can cause a significant drop or rise in voltage on the feeder until the voltage regulation equipment can respond and correct the deviation in voltage. Depending on the magnitude of the voltage deviation, he explained, other

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[23] *In re Joint Appl. of Westar Energy, Inc. & Kansas Gas & Elec. Co. for Approval to Make Certain Changes in their Charges for Elec. Servs.*, KCC Docket No. 18-WSEE-328-RTS ¶ 4 (Nov. 11, 2018) (Order on Pet. for Reconsideration) (citing *Pickrell Drilling Co. v. State Corp. Comm'n of Kansas*, 232 Kan. 397, 402 (1982)).

[24] *Id*. (citing *Sw. Kansas Royalty Owners Ass'n v. State Corp. Comm'n*, 244 Kan. 157, 166 (1989)).

[25] Sierra Club & Vote Solar Pet. ¶¶ 17-19.

customers on the feeder may experience flickering lights and other power quality issues.[26] Notably, Commission Staff shared Evergy's concerns, stating in the Staff Report that "unmitigated, unregulated DR activity could result in inefficiencies in Evergy's operation of the distribution system, the costs of which would end up being borne by Evergy's retail customers, whether they are participating in DR activities or not."[27]

16. Second, Mr. Patel explained why the limited information Evergy may currently access on DR activities is insufficient to proactively prevent or manage the reliability challenges associated with growing customer participation in coordinated DR.[28] Gathering additional information, however, could help Evergy measure DR aggregator ("DRA") activities and the related performance impacts on Evergy's system, monitor changes over time, and proactively respond to evolving circumstances in the Evergy footprint.[29]

17. Finally, Evergy witness Mr. Ives detailed how the provisions of the Settlement Agreement advance Evergy's goal of fulfilling responsibilities to all customers as a distribution utility while facilitating retail customers' participation in the SPP IM as DR resources. Under the Settlement Agreement's tariff provisions, Evergy's retail customers agree to certain data reporting and operational obligations prior to participating in the SPP IM as DR resources. In addition, the Settlement Agreement obligates Voltus to work with Evergy to confirm the accuracy of certain data provided by customers. Importantly, Evergy will make compliance filings for a period of three years to keep the Commission apprised of customer participation in the SPP IM and any attendant registration issues that Evergy encounters.

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[26] Jaymin D. Patel, Evergy July 21, 2013, Rebuttal Test. at 9-11 ("Patel Test.").

[27] KCC Staff, May 9, 2023, Not. of Filing of Staff's Report & Rec. at 2.

[28] Patel Test. at 2-6.

[29] *Id.* at 8.

18. Commission Staff witness Mr. Grady agreed that the coordination and information sharing detailed in the Settlement Agreement would support customer participation in coordinate DR while appropriately protecting reliability: "Staff supports the tariff changes at issue in the Agreement because they balance the desire to advance DR activity in Kansas with the need to protect Evergy's equipment and operations to ensure continued reliability and the provision of efficient and sufficient service."[30]

19. As Commission Staff witness Mr. Grady explained "[t]here was ample opportunity for extensive vetting of all issues in this matter through discovery requests and information sharing."[31] Sierra Club and Vote Solar, however, have failed to introduce factual evidence to rebut the above-described expert testimony which establishes: (1) there is a legitimate distribution system reliability concern associated with coordinated DR activities; and (2) the Settlement Agreement incorporates coordination and information sharing obligations that are not unduly burdensome, but will permit Evergy to proactively respond to distribution performance issues related to coordinated DR. For all these reasons, Sierra Club's and Vote Solar's claim of insufficient record evidence should be rejected.

D. THE COMMISSION'S ORDER REGULATES ACTIVITY SQUARELY WITHIN THE STATE'S DOMAIN AND RESPECTS FEDERAL JURISDICTION.

20. Sierra Club and Vote Solar invite the Commission to adopt a strained reading of judicial precedent—and the record in this proceeding—and conclude that Evergy's tariff proposal is a veiled attempt to commandeer FERC's authority over wholesale markets. The Commission

[30] Justin T. Grady, Test. in Supp. of Non-Unanimous Settlement Agreement at 12 ("Grady Test."). *See also* Josh Frantz, CURB Sep. 11, 2023, Test. . . . in Supp. of the Non-Unanimous Settlement Agreement at 8 ("The Agreement provides an opportunity for the reduction of wholesale energy costs through DR, but reasonably protects Evergy's distribution system by increasing transparency to the bidding process…")

[31] Grady Test. at 9.

should quickly dispense with this argument and uphold the Order's finding that the Settlement Agreement provides a means for Evergy and the Commission to fulfill their duties to protect the distribution grid.[32]

21. Sierra Club and Vote Solar continue to argue that the Commission's approval of the terms of the Settlement Agreement is *ultra vires* because it regulates wholesale market activities.[33] The first critical error in this line of reasoning is the meritless assertion that the Settlement Agreement is aimed directly at wholesale market participation. Sierra Club and Vote Solar argue that the Settlement Agreement tariff language adds "a layer of state-level registration . . . to FERC's market rules" that "impose different policy choices other than those FERC made."[34]

22. Those statements are merely recycled mischaracterizations of the Settlement Agreement that the Commission has already rejected. Nothing in the Settlement Agreement purports to change the trajectory of FERC policy, append "FERC's market rules," or erect barriers to wholesale market access. The Settlement Agreement has a simple a straightforward purpose—to accommodate customer participation in wholesale markets while ensuring that Evergy maintains the ability to ensure safe, reliable, and cost-effective service for all of its customers.[35] Indeed, Voltus, the only DRA in Kansas, remarked that the Settlement Agreement "represents a middle ground between the right of DRAs and retail customers to participate in wholesale demand response, while respecting Evergy's desire to establish a clear process to obtain the accurate data necessary to ensure the safety and reliability of the distribution grid for all retail customers."[36]

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[32] Order ¶ 21.

[33] Sierra Club & Vote Solar Pet. ¶¶ 43-45.

[34] *Id.* ¶ 49.

[35] *See* Evergy, Sep. 22, 2023, Br. in Supp. of the Non-Unanimous Stip. & Agreement ¶¶ 20-24.

[36] *See* Voltus, Sep. 22, 2023, Br. in Supp. of Non-Unanimous Settlement Agreement ¶ 25 ("Voltus Br.").

Accordingly, the Commission correctly found that the Settlement Agreement strikes an appropriate balance between facilitating wholesale market participation and allowing Evergy to confirm it has the information it needs to continue its duties in the safe and efficient operation of the distribution grid.[37] Sierra Club's and Vote Solar's depiction of the Settlement Agreement as the Commission's unlawful attempt to poach FERC's jurisdiction has no basis in the record and should be rejected.

23. Sierra Club and Vote Solar also offer an oversimplified reading of judicial precedent and accuse the Commission of failing to "meaningfully grapple" with the case law. They continue to point to the Supreme Court's decision in *Hughes* to suggest that the Commission exceeded its authority in approving the Settlement Agreement. The Commission has already addressed this argument and correctly observed that *Hughes* recognized the ability for states to "regulate within the domain Congress assigned to them," which is precisely what the Commission did in the Order.[38] *Hughes* also dealt with entirely different circumstances, in which the Court found that state-regulated contracts for differences directly adjusted interstate wholesale rates.[39] The Settlement Agreement does not adjust or "second guess" wholesale rates, or otherwise attempt to influence FERC policy. It is an agreement governing the relationship between a distribution utility and its retail customers for the purpose of fostering safety and reliability.

24. Sierra Club and Vote Solar also fail to appreciate the role reserved by the courts and by FERC to state regulatory authorities and the distribution utilities they regulate. In *FERC v. Electric Power Supply Association*, the U.S. Supreme Court held that "[w]holesale demand response as implemented in the Rule is a program of cooperative federalism, in which the States

[37] Order ¶ 21.

[38] *Id.* ¶¶ 17-21 (citing *Hughes v. Talen Energy Mktg., LLC*, 578 U.S. 150-51 (2016)).

[39] *Hughes*, 578 U.S. at 163.

retain the last word."[40] The U.S. Court of Appeals for the D.C. Circuit held in *NARUC v. FERC* that "States retain their authority to impose safety and reliability requirements without interference from FERC, and [storage resources] must still obtain all requisite permits, agreements, and other documentation necessary to participate in federal wholesale markets, all of which may lawfully hinder FERC's goal of making the federal markets more friendly."[41]

25. FERC has also recognized repeatedly that, even though it has plenary jurisdiction over the regulation of wholesale markets, state regulatory authorities (and, by extension, the distribution utilities they regulate) have a broad spectrum of roles and responsibilities adjacent to wholesale market participation that will remain undisturbed by FERC's exercise of authority.[42] States will retain the "right to regulate the safety and reliability of the distribution system,"[43] provided their actions are not "aimed directly at [wholesale] markets."[44] As the Commission correctly held in the Order, the Settlement Agreement is not aimed directly at wholesale markets because it is "not an exercise in judgement over who may participate in the wholesale markets and more a ministerial exercise allowing Evergy to confirm it has all the information it needs to continue its duties in the safe and efficient operation of the grid."[45]

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[40] 577 U.S. 260, 288 (2016).

[41] *Nat'l Ass'n of Regulatory Util. Comm'rs* v. FERC, 964 F.3d 1177, 1181 (D.C. Cir. 2020).

[42] *See, e.g.*, *Participation of Distributed Energy Res. Aggregations in Mkts Operated by Regional Transmission Organizations & Indep. Sys. Operators*, Order No. 2222, 172 FERC ¶ 61,247, P 322 (2020) ("Order No. 2222") ("relevant electric retail regulatory authorities have a role in coordination, i.e., in setting rules at the distribution level"), *order on rehr'g & clarification*, Order No. 2222-A, 174 FERC ¶ 61,197 (2021), *order on rehr'g & clarification*, Order No. 2222-B, 175 FERC ¶ 61,227 (2021).

[43] *Elec. Storage Participation in Mkts Operated by Regional Transmission Organizations & Indep. Sys. Operators*, Order No. 841-A, 167 FERC ¶ 61,154, at P 46 (2018) ("Order 841-A"), *rehr'g & clarifying*, Order No. 841, 162 FERC ¶ 61,127 (2018) ("Order No. 841"); *see also* Order No. 841, at P 36; Order No. 2222, at PP 44, 61.

[44] Order No. 841-A, at P 41.

[45] Order ¶ 21.

26. As Commission Staff and other parties have observed, the Sierra Club's and Vote Solar's extreme position that a state regulatory body's lawful oversight of activities impacting the distribution system is tantamount to wholesale market regulation would produce an impractical and unworkable result.[46] Adopting that view would eviscerate the Commission's ability to make public interest determinations regarding the use of the distribution system and to protect retail ratepayers. The Commission correctly recognized that distinction in the Order and held that approval of the Settlement Agreement is "well within the bounds of state jurisdiction."[47]

27. Evergy's proposal is appropriately constrained to address its lack of visibility over demand response events and to ensure those events do not prevent Evergy from meeting its statutory obligation to "furnish reasonably efficient and sufficient service."[48] Evergy merely seeks to know which of its retail customers plan to participate in wholesale markets and obtain assurances that the customer's participation comports with necessary operational restraints and regulatory requirements,[49] and results in Evergy receiving information it needs to better understand and monitor potential impacts to its retail distribution system pursuant to its statutory obligation as the approved retail service provider for its service territory. All the parties to the Settlement Agreement agree that this is the impetus for Evergy's proposal.[50] The Commission expressly

[46] *See* KCC Staff, Sep. 22, 2023, Closing Br. ¶¶ 73-75 ("If the KCC did not have the authority to approve the tariff revisions, it would produce an absurd result. This would nullify the KCC's duty to ensure Evergy's system is maintained in a way that provides for efficient and sufficient service."); Voltus Br. ¶¶ 14-18.

[47] Order ¶ 14.

[48] Kan. Stat. Ann. §§ 66-101, 66-101b.

[49] Evergy, Jan. 25, 2023, J. Appl. for Approval of Tariff Changed Related to Wholesale Demand Resp. Participation pt. II.

[50] *See* Aug. 10, 2023, Joint Mot. to Approve Non-Unanimous Settlement Agreement ¶ 5 ("[A]ll of the parties, except for Sierra Club/Vote Solar, reached agreement regarding an alternative approach to address the issues Evergy has been experiencing with DRA activity in its territory, including access to data and customer confusion."); *see also, e.g.*, Citizens' Util. Ratepayer Bd., Sep. 22, 2023, Br. in Supp. of Non-Unanimous Settlement Agreement ¶ 56 ("[E]vidence in this docket shows that Evergy's concern was clearly focused upon maintaining the safety and reliability of its distribution system").

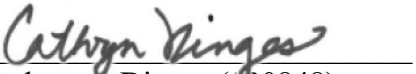
addressed this contention and agreed with Evergy. The Order correctly held that Evergy's tariff revisions "are not aimed at wholesale market rates or participation [but] are a means by which Evergy and the Commission fulfill their duties to protect the safety and reliability of the grid."[51] Sierra Club and Vote Solar are retreading arguments that have no basis in the record or judicial precedent, and that have been addressed sufficiently in the Order. The Commission should therefore reject the Petition for Reconsideration.

III. CONCLUSION

WHEREFORE, Evergy respectfully requests that the Commission reject the Sierra Club's and Vote Solar's Petition. The Commission properly approved the Settlement Agreement and the Commission's Order amply explains the propriety of its decision.

Dated: November 17, 2023

Respectfully Submitted,



Cathryn J. Dinges (#20848)
Sr. Director and Regulatory Affairs Counsel
818 South Kansas Avenue
Topeka, Kansas 66612
Telephone: (785) 575-8344
Fax: (785) 575-8136
Cathy.Dinges@westarenergy.com

Counsel For Evergy

[51] Order ¶ P 21.

VERIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

Cathryn J. Dinges, upon oath first duly sworn, states that she is Senior Director and Regulatory Affairs Counsel for Evergy Kansas Central, Inc. and Evergy Kansas South, Inc., and Evergy Kansas Metro, Inc. that she has reviewed the foregoing pleading, that she is familiar with the contents thereof, and that the statements contained therein are true and correct to the best of her knowledge and belief.

Cathryn Dinges

Cathryn J. Dinges

Subscribed and sworn to before me this 17th day of November, 2023.

Leslie R. Wines

Notary Public

My Appointment Expires: May 30, 2026

NOTARY PUBLIC - State of Kansas
LESLIE R. WINES
MY APPT. EXPIRES 5/30/2026

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been emailed, this 17th day of November 2023, to all parties of record as listed below:

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

JOSEPH R. ASTRAB, ATTORNEY
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
j.astrab@curb.kansas.gov

TODD E. LOVE, ATTORNEY
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
t.love@curb.kansas.gov

DAVID W. NICKEL, CONSUMER COUNSEL
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
D.NICKEL@CURB.KANSAS.GOV

SHONDA RABB
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
s.rabb@curb.kansas.gov

DELLA SMITH
CITIZENS' UTILITY RATEPAYER BOARD
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
d.smith@curb.kansas.gov

DAVID BENDER
EARTHJUSTICE
3916 Nakoma Road
Madison, WI 63711
dbender@earthjustice.org

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

LESLIE R WINES, SR EXECUTIVE ADMIN ASSISTANT
EVERGY METRO, INC D/B/A EVERGY KANSAS METRO
One Kansas City Place
1200 Main St., 19th Floor
Kansas City, MO 64105
leslie.wines@evergy.com

TERESA A. WOODY
KANSAS APPLESEED CENTER FOR LAW AND JUSTICE, INC.
211 E. 8th Street
Suite D
Lawrence, KS 66044
twoody@kansasappleseed.org

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

WALKER HENDRIX, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
w.hendrix@kcc.ks.gov

AHSAN LATIF, LITIGATION COUNSEL
KANSAS CORPORATION

COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
a.latif@kcc.ks.gov

CARLY MASENTHIN, LITIGATION COUNSEL
KANSAS CORPORATION COMMISSION
1500 SW ARROWHEAD RD
TOPEKA, KS 66604
c.masenthin@kcc.ks.gov

DIANA C. CARTER
LIBERTY UTILITIES - EMPIRE DISTRICT
428 E. Capitol Ave.
Ste. 303
Jefferson City, MO 65101
Diana.Carter@libertyutilities.com

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

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

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

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

LINDSAY CAMPBELL, EXECUTIVE VP - GENERAL COUNSEL
SOUTHERN PIONEER ELECTRIC COMPANY
1850 W OKLAHOMA
PO BOX 430
ULYSSES, KS 67880-0368
lcampbell@pioneerelectric.coop

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

MONICA A SEIB, CORPORATE PARALEGAL SUPERVISOR
SUNFLOWER ELECTRIC POWER CORPORATION
301 W. 13TH
PO BOX 1020
HAYS, KS 67601-1020
mseib@sunflower.net

JON WELLINGHOFF, CHIEF REGULATORY OFFICER
VOLTUS, INC.
2443 Fillmore St. #380-3427
San Francisco, CA 94115
jwellinghoff@voltus.co

JOANN WORTHINGTON, SENIOR MANAGER REGULATORY AFFAIRS
VOLTUS, INC.
2443 Fillmore St. #380-3427
San Francisco, CA 94115
jworthington@voltus.co

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

JEFFREY M KUHLMAN, ATTORNEY
WATKINS CALCARA CHTD.
1321 MAIN ST STE 300
PO DRAWER 1110
GREAT BEND, KS 67530
jkuhlman@wcrf.com

/s/ Cathy J Dinges

Cathy J. Dinges