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

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

TESTIMONY IN SUPPORT OF

UNANIMOUS SETTLEMENT AGREEMENT

PREPARED BY

JUSTIN GRADY

UTILITIES DIVISION

KANSAS CORPORATION COMMISSION

September 5, 2025

Q. Please state your name and business address.

A. My name is Justin T. Grady and my business address is 1500 Southwest Arrowhead Road, Topeka, Kansas 66604.

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

A. I am employed by the Kansas Corporation Commission (KCC or Commission) as the Director of Utilities.

Q. Please summarize your educational and employment background.

A. I earned a Master of Business Administration degree, with a concentration in General Finance which includes emphases in Corporate Finance and Investment Management, from the University of Kansas in December of 2009. I also hold a Bachelor of Business Administration degree with majors in Finance and Economics from Washburn University. I have been employed by the KCC in various positions of increasing responsibility within the Utilities Division since 2002. I was a Section Head in the Utilities Division from May of 2012 through May of 2025 and have been employed in my current capacity since June 2025.

While employed with the Commission, I have participated in and directed the review of various tariff/surcharge filings and rate case proceedings involving electric, natural gas distribution, water distribution, and telecommunications utilities. In my current position, I have overall responsibility for the activities of the Commission's Utilities Division. I currently serve as a voting member for the State of Kansas on the Cost Allocation Working Group at the Southwest Power Pool. I also frequently provide testimony and make presentations to the Kansas Legislature on public utility regulatory matters.

Q. Have you previously submitted testimony before this Commission?

A. Yes. I have submitted written and oral testimony before this Commission on multiple occasions regarding utility regulatory policy and ratemaking issues. This work includes testimony filings in 81 dockets, including this one. A list of the other dockets that encompass this experience is readily available upon request.

Q. Please identify the purpose of your testimony.

A. I am testifying on behalf of the Staff of the Kansas Corporation Commission (KCC or Commission) in support of the settlement of the issues outlined in the Unanimous Settlement Agreement (Settlement Agreement or Agreement) between Staff; Evergy Kansas Central, Inc. and Evergy Kansas South, Inc. (collectively referred to as Evergy Kansas Central or EKC) and Evergy Metro, Inc. (Evergy Kansas Metro or EKM) (together with EKC referred to as Evergy); the Citizens' Utility Ratepayers Board (CURB); the Data Center Coalition (DCC); the Sierra Club; the National Resources Defense Council (NRDC); Google LLC (Google); the Kansas Industrial Consumers Group (KIC); Occidental Chemical Corporation (Occidental); Lawrence Paper Company (LPC); Spirit AeroSystems, Inc. (Spirit); Associated Purchasing Services (APS); Unified School District #233, Olathe Schools District (USD 233); The Goodyear Tire & Rubber Company (Goodyear); Unified School District No. 232, Johnson County, Kansas (USD 232); Blue Valley School District USD 229 (USD 229); and Shawnee Mission School District USD 512 (USD 512) (collectively, the Signatories or the Parties).[1]

My testimony will explain why the Commission should approve the Agreement as a reasonable resolution of the issues in this Docket, which is supported by substantial

[1] *Joint Motion for Approval of Unanimous Settlement Agreement and Amendment of the Procedural Schedule*, Docket No. 25-EKME-315-TAR (Aug. 18, 2025).

competent evidence, will produce just and reasonable rates, and is in the public interest. Specifically, I will:

- provide background information about this Docket;
- provide an overview and discussion of the Agreement;
- discuss the standard of review used to guide the Commission in its consideration of whether to accept the Agreement;[2] and
- discuss the evidence in the record that supports the Agreement.

Background Information

Q. Please provide a brief background of this case.

A. On February 11, 2025, Evergy filed an Application requesting expedited approval of its Large Load Power Service (LLPS) Rate Plan, all accompanying new and modified tariffs, as well as any additional or conforming tariff changes needed to implement the LLPS Rate Plan. On May 6, 2025, the Commission issued an *Order Setting Procedural Schedule* setting forth a procedural schedule that included dates for settlement discussions, submission of testimony by the parties, and hearings if necessary.

Beginning in mid-June, the Parties commenced formal settlement negotiations. Since then, the Parties have engaged in numerous rounds of constructive and good faith negotiations, with the goal of reaching a comprehensive and unanimous settlement. As a result of the Parties' extensive negotiations, the Parties reached a comprehensive unanimous settlement. The terms of that Settlement Agreement are set forth below.

[2] *Order Approving Contested Settlement Agreement*, Docket No. 08-ATMG-280-RTS, pp. 4-6 (May 12, 2008).

Terms of the Settlement Agreement

Q. Please provide an overview of the Settlement Agreement.

A. The Agreement provides that the Parties support Evergy's proposed LLPS Rate Plan, included the creation of a new tariffed rate offering, Schedule LLPS, which sets forth the tariffed terms and conditions for offering service to large load customers as of the effective date of the pertinent tariffs going into effect. The Signatories agree that the LLPS Rate Plan, as set forth in Evergy's Application and Direct Testimony, and as further modified by the terms and conditions of the Settlement Agreement, should be found to be reasonable and in the public interest and should be approved by the Commission. Evergy will provide updated tariff sheets consistent with the Settlement Agreement in its Testimony in Support, which will later be review by Staff for compliance with the Commission Order in this Docket.

Q. Please discuss in detail all other provisions of the Agreement.

A. The Parties agree that Schedule LLPS should be approved as set forth in the material provisions summarized below:

- ***Applicability***: Service under this schedule is required for (i) any new facility beginning service after the effective date of Schedule LLPS with a peak load forecast reasonably expected to be equal to or in excess of a monthly maximum demand of seventy-five megawatts (75 MW) at any time during the Term; or (ii) any existing customers, who as of the effective date of Schedule LLPS, have a monthly maximum demand that is reasonably expected to expand by seventy-five megawatts (75 MW). Customers locating in the state as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced manufacturing, aerospace, distribution, logistics, and transportation, food and agriculture; or professional and technical services have the option to choose to receive service under this schedule or, upon reaching an agreement with Evergy, to enter into a special contract with Evergy for the provision of electric service that is approved by the Commission under its applicable standards.

- ***Service Voltage & Metering***: Schedule LLPS customers shall receive service at either substation or transmission voltage levels. Where a Schedule LLPS customer receives transmission level voltage the customer will own, lease, or otherwise bear financial responsibility for construction and operation of the distribution substation. A premise (also referred to herein as a facility) served under Schedule LLPS shall generally mean a single point of interconnection, though the Company and customer may use multiple meters if determined appropriate. The Company maintains full discretion to evaluate whether multiple meters or premises may or may not be aggregated for purposes of Schedule LLPS eligibility, and in its sole reasonable discretion may require multiple meters or premises to be considered an aggregate load that shall take service under Schedule LLPS.

For customer facilities taking service under the Schedule LLPS Tariff due to expansion, the Company may install metering equipment necessary to measure the incremental load subject to the Schedule LLPS Tariff. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub-metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load in excess of the monthly baseline, if any, will be subject to the provisions of the Schedule LLPS Tariff and LLPS Service Agreement.

- ***Service Agreement Requirement***: Customers receiving service under Schedule LLPS are required to enter in a written service agreement (the LLPS Service Agreement) that specifies certain provisions of their electric service, including Contract Capacity. Riders applicable to customer's service will be specified in an exhibit attached to the LLPS Service Agreement, which may be periodically amended subject to the mutual agreement of the Company and customer to reflect customer's participation in Company-offered programs.
- ***Service Term***: Schedule LLPS customers shall take service for a minimum term that includes up to five (5) years of an optional transitional load ramp period plus twelve (12) years (the Term). The Term shall commence on the date permanent service begins, or as set forth in the LLPS Service Agreement. During the transitional load ramp period, the customer's maximum load may be lower than seventy-five megawatts (75 MW). Specific details of the customer's Load Ramp may be addressed in the LLPS Service Agreement. Unless otherwise mutually agreed in the LLPS Service Agreement, the LLPS Service Agreement will automatically extend for periods of five years (Extension Term) at the end of the Term or any Extension Term, unless either party to the LLPS Service Agreement provides at least thirty-six (36) months' written notice to the other party prior to the end of the Term or any Extension Term of its intent not to renew the LLPS Service Agreement. A customer providing notice of non-extension will remain subject to the Exit Fee and Early Termination Fee based upon the remainder of the Term or Extension Term to the extent applicable under the customer's LLPS

Service Agreement. Service shall remain in effect throughout the Term and any Extension Term unless cancelled, modified, or terminated in writing and pursuant to the terms of Schedule LLPS or the LLPS Service Agreement, or the customer changes to another applicable Company rate schedule pursuant to the terms of Schedule LLPS.

- ***Contract Capacity***: The LLPS Service Agreement will include a Contract Capacity schedule specifying the customer's forecasted annual steady-state peak load requirement for each year of the Term. The Contract Capacity schedule will specify the peak load requirement during the Load Ramp, if any. Unless otherwise agreed by the parties, the Contract Capacity during any Extension Term shall be the same as the steady-state Contract Capacity for the last year of the Term.
- ***Permissible Capacity Reduction***: A customer taking service under Schedule LLPS may request to reduce the Contract Capacity during the Term or any Extension Term, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by up to twenty-five megawatts (25 MW) or ten (10) percent of the Contract Capacity (whichever figure is lower on a MW basis) (Permissible Capacity Reduction), in total, without charge for such reduction. To do so, the customer must provide the Company with written notice prior to the beginning of the year for which the reduction is sought. For Permissible Capacity Reductions of twenty-five megawatts (25 MW) or less, the customer must provide at least twenty-four (24)-months' prior notice.

  In addition, the customer may request to reduce its Contract Capacity beyond the Permissible Capacity Reduction, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by giving the Company at least thirty-six (36) months' written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a Capacity Reduction Fee. The Capacity Reduction Fee shall be calculated as the difference between (a) the nominal value of the remaining Minimum Monthly Bill using the Contract Capacity specified in the customer's LLPS Service Agreement, minus the Permissible Capacity Reduction, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater, and (b) the nominal value of the remaining Minimum Monthly Bill following the reduction in capacity, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater.

The Company will use reasonable efforts to mitigate the Capacity Reduction Fee amount owed by the customer. The Company shall invoice the customer no earlier than ninety (90) days prior to the date the customer has indicated the capacity reduction will occur for any unmitigated amounts of the Capacity Reduction Fee based on the calculation described above. The customer shall pay the Capacity Reduction Fee within thirty (30) days of the date it receives an invoice from the Company for the fee. To the extent the customer seeks to reduce its Contract Capacity on less notice, and the Company can reasonably reassign Contract Capacity, the Company in its sole reasonable discretion may agree to a variance from these provisions. Any notice to reduce capacity is irrevocable once given by the customer unless the Company in its sole reasonable discretion determines that it can accommodate a revocation of such notice. Any capacity reduction is permanent for the Term and any Extension Term, and any request by the customer to reinstate such capacity will be subject to following the Path to Power framework and requirements.

- ***Termination of LLPS Service Agreement or Change in Schedule***: In order to terminate or change rate schedules before the end of the Term or any Extension Term, the customer must provide written notice thirty-six (36) months prior to the requested date of termination or schedule change. In such circumstance, the customer will be subject to an exit fee equal to the nominal value of the Minimum Monthly Bill times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater (the Exit Fee). An additional fee shall apply if the customer seeks to terminate with less than thirty-six (36)-months' notice (the Early Termination Fee). In such case, the Early Termination Fee shall be equal to the Exit Fee plus two (2) times the nominal value of the Minimum Monthly Bill times the number months less than the thirty-six (36)- months' notice required for termination.

  The Company will use reasonable efforts to mitigate the Exit Fee amount owed by the customer. The Company shall invoice the customer no earlier than ninety (90) days prior to the date the customer has indicated the termination will occur for any unmitigated costs of the Exit Fee and Early Termination Fee based on the calculation described above. The Exit Fee and Early Termination Fee (if applicable) shall be due in full within thirty (30) days of the date it receives an invoice from the Company for such fees. If the customer seeks to change to another rate schedule for which it qualifies, such change requires prior approval from the Company, in its sole reasonable discretion. In the event that the Company approves customer's change to another rate schedule, the Company, in its sole reasonable discretion, may waive the thirty-six (36) months' notice requirement, the Exit Fee, and the Early Termination Fee (if applicable) if the Company reasonably determines that such costs are fully covered by the customer under the new rate schedule and not borne by other customers.

- ***Applicable Rates and Charges***: Customers taking service under Schedule LLPS will subject to additional rates and charges as set forth in the Company's tariff, including but not limited to the Retail Energy Cost Adjustment (RECA), the Energy Efficiency Rider (EER), the Property Tax Surcharge (PTS), the Tax Adjustment (TA), the Transmission Delivery Charge (TDC), and the Cost Stabilization Rider (CSR).
- ***Initial Pricing***: The Signatories agree that Schedule LLPS initial monthly pricing shall be consistent with the pricing specified in Exhibit A to this Settlement Agreement. As new Schedule LLPS customers are added to the EKC system, EKC will adjust the factors approved in Docket No. 25-EKCE-294-RTS (or subsequent base rate case) to be used for the TDC to include the new Schedule LLPS customers for TDC purposes and EKC will adjust the factors approved in Docket No. 25-EKCE 294-RTS (or subsequent base rate case) to be used for the new Construction Work In Progress (CWIP) rider to include the new Schedule LLPS customer for CWIP rider purposes.

  As new Schedule LLPS customers are added to the EKM system, EKM will adjust the factors approved in its most recent general rate case to be used for the TDC to include the new Schedule LLPS customers for TDC purposes. If, in the future, EKM obtains Commission approval for a CWIP rider, as new Schedule LLPS customers are added to the EKM system, EKM will adjust the factors approved and in effect to be used for the CWIP rider to include the new Schedule LLPS customers for CWIP rider purposes. The pricing in Exhibit A shall remain in effect until the next Commission-approved rate case. Exhibit A has been updated to reflect the rates agreed to pursuant to the settlement agreement filed on July 15, 2025, in Docket No. 25-EKCE-294-RTS. To the extent the Commission does not approve the settlement agreement as filed in that proceeding, the Company will update Exhibit A to reflect the final Commission decision in that proceeding.

i. The Signatories agree that the Company will compare Schedule LLPS customer base rate kilowatt-based revenue collections under the rates in Exhibit A to this Agreement during the period utilized for evaluation for Class Cost of Service (CCOS) Study proposed in the next general rate proceeding to base rate kilowatt-based revenue collections that would have occurred for the same customers under Schedule ILP/LGS and the difference in revenues will be identified and reallocated to non-Schedule LLPS customer classes for CCOS study purposes only in determining sufficiency of class recovery of costs of service.

ii. The Signatories agree that the comparison of Schedule LLPS customer base rate kilowatt based revenue collections to base rate kilowatt-based revenue collections that would have occurred for the same customers under Schedule ILP/LPS described in i. above shall remain in place as contemplated by the Signatories to this Agreement until the first general rate in which there is at least one, seventy-five megawatt (75 MW) or greater Schedule LLPS customer reflected in the test year and captured in the CCOS study determinants. At such time, iii. below represents the agreement of the Signatories.

iii. The Signatories agree that the Initial Pricing terms set forth herein and initial prices set forth in Exhibit A to this Settlement Agreement are for the purposes of settlement of this proceeding only as modified by ii. above. No party shall be restricted in any way with respect to positions it wishes to advance on a going-forward basis in the first general rate case in which there is at least one, seventy-five megawatt (75 MW) or greater Schedule LLPS customer reflected in the test year and captured in the CCOS study determinants regarding cost allocation, rate design, or class cost of service methodologies except that Evergy agrees that, as part of its filing in the rate case, it will evaluate the costs and impacts of any Schedule LLPS customers added to the system and propose a cost allocation and rate design proposal designed to ensure the alignment of costs and cost causation. Evergy's proposal will be designed to reasonably ensure such Schedule LLPS customers' rates will reflect the customers' representative share of the costs incurred to serve the customers and prevent other customer classes' rates from reflecting any unjust or unreasonable costs arising from service to such Schedule LLPS customers.

- ***Interim Capacity Adjustment***: If the Company determines that the customer's load cannot be served by the Company's existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the customer until sufficient system capacity may be supplied by the

Company. The customer and the Company must mutually agree on the terms for the interim capacity procured by the Company pursuant to an Interim Capacity Agreement. The customer shall be subject to an additional demand charge (the Interim Capacity Adjustment) calculated according to the terms of the Interim Capacity Agreement, with customer responsible for the full costs thereof and the terms of the Interim Capacity Agreement.

- ***Minimum Monthly Bill***: Customers taking service under Schedule LLPS shall be subject to a Minimum Monthly Bill that includes and is the sum of each of the following charges:

  i. Demand Charge (with minimum monthly demand set at 80 percent of the Contract Capacity (Minimum Demand));

  ii. Customer Charge (metering, billing, customer support);

  iii. Grid Charge (substation and transmission-related costs) (for purposes of the Grid Charge Grid Demand shall be the higher of: (a) the Monthly Maximum Demand occurring in the last twelve (12) months including the then-current month or (b) the Minimum Demand);

  iv. Reactive Demand Adjustment (where the Company may determine the customer's monthly maximum fifteen (15)-minute reactive demand in kilovars. The maximum reactive demand shall be computed similarly to the Monthly Maximum Demand, as set forth in Schedule LLPS);

  v. Charges Associated with the TDC (with minimum monthly demand set at the Minimum Demand);

vi. Other Demand-Based Riders approved by the Commission in the future (such as the CWIP Rider, with minimum monthly demand set at the Minimum Demand); and

vii. The Cost Stabilization Rider, with minimum monthly demand set at the Minimum Demand.

- ***Cost Stabilization Rider***: Schedule LLPS customers eligible to receive service under the Company's Economic Development Rider will be subject to the CSR, a new adjustment clause designed to ensure recovery of costs incurred to serve Schedule LLPS customers. The CSR shall be calculated based on comparing the Schedule LLPS customer's estimated base rate revenue and estimated final bill revenue prior to applying Schedule CCR, Schedule DRLR, or Schedule CER. Estimated base rate revenue shall be the revenue produced by all applicable base rate and non-LLPS riders and the estimated final bill revenue shall be the base rate revenue plus any applicable rate discounts, such as an approved economic development rate. Should the Schedule LLPS customer's estimated revenue fall below the customer's estimated rate revenue, an amount, expressed in a dollar per kW ($/kW) charge, will be added to the customer billing through this charge. The CSR shall be customer-specific and memorialized in the LLPS Service Agreement. This comparison shall be completed annually.

  The CSR shall not be subject to any related Economic Development Rider discount. Making the CSR non-bypassable ensures that Schedule LLPS customers are substantially covering the cost to serve them in their tariffed rates or any other voluntary riders in which the Schedule LLPS customer enrolls.

- ***Optional Riders***: A customer under Schedule LLPS shall be subject to the following optional, new riders where applicable:
  i. ***Customer Capacity Rider (CCR)***: Enables the Company to credit customers for using their supply of generation capacity as Southwest Power Pool-accredited capacity for use by the Company to serve the customer's load. For purposes of the CCR, the customer's capacity may be owned or contracted by the customer, a subsidiary of the customer, or an affiliate of the customer, and shall be transferred to the Company via a bilateral contractual agreement. The Company may alternatively accept replacement accredited capacity provided by the customer from another resource subject to mutual agreement between the parties. Any agreed to replacement accredited capacity will be subject to the same material terms and conditions as the original capacity source.
  ii. ***Demand Response Generation Rider (DRLR)***: Enables large customers enrolled in Schedule LLPS to participate in a new interruptible demand response program in which participants can designate some amount of load as interruptible (i.e. curtailable) and provide the Company with the right to curtail participant load during peak and constrained grid condition periods to improve system reliability, address resource adequacy, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to available generation or market energy purchases in the wholesale market. The Company may, in its discretion, request that a participating customer curtail for any of these

operational or economic reasons. The Company will provide advance notice but will require participants to have a curtailment plan and demonstrate their ability to curtail load. Customers will have two timing options they can choose from and, whether they elect one or both, they agree to make their load available for DRLR curtailments during that time. Participating customers will be compensated through a credit based on their enrolled timing option.

- ***Customer Creditworthiness*****:** (1) The Schedule LLPS customer, or (2) the entity who owns the facility where the customer takes service and assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, or (3) an entity who otherwise assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, must be reasonably creditworthy as determined in Evergy's sole reasonable discretion. As such, Evergy retains discretion to evaluate the creditworthiness and credit support of the entity who assumes all contractual obligations under Schedule LLPS and the LLPS Service Agreement, and to require reasonable assurances if necessary to address customer creditworthiness.
- ***Collateral/Security Requirements***: The Company will require Schedule LLPS customers to provide collateral in an amount equal to two (2) years of Minimum Monthly Bills, as calculated by the Company (the Collateral Requirement).

A customer together with a guarantor, which can include its ultimate parent, corporate affiliate, a tenant, or any other entity with a financial interest in the customer (Guarantor) that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement that (i) has a credit rating of at least A- from Standard & Poor's

(S&P) and A3 from Moody's, (ii) and if rated A- or A3 has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the collateral requirement as of the end of applicable quarter (and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty five (45) days after the end of the quarter) (collectively, 60% Eligibility Requirements) will be exempt from sixty (60) percent of the Collateral Requirement, with the sixty (60) percent discount not to exceed $175 million.

A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB+ credit rating from S&P and Baa1 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, 50% Eligibility Requirements) will be exempt from fifty (50) percent of the Collateral Requirement, with the fifty (50) percent discount not to exceed $150 million.

A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, ***and*** (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, 40% Eligibility Requirements) will be exempt from forty (40) percent of the Collateral Requirement, with the forty (40) percent discount not to exceed $125 million.

A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) either (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, and has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, ***or*** (ii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, 25% Eligibility Requirements) will be exempt from twenty-five (25) percent of the Collateral Requirement, with the twenty-five (25) percent discount not to exceed $75 million.

The 60% Eligibility Requirements, the 50% Eligibility Requirements, the 40% Eligibility Requirements, and the 25% Eligibility Requirements are collectively referred to as the Discount Eligibility Requirements.

The Collateral Requirement must be provided at the time of executing the LLPS Service Agreement. Any collateral provided to satisfy the Collateral Requirement shall not accrue interest while held by the Company. The Company will, in its sole reasonable discretion, after the customer has achieved their peak load and has been operating above one hundred megawatts (100 MWs) for at least five (5) years, consider reducing the Schedule LLPS customer's collateral obligation over the course of its contract period, on a schedule generally corresponding to the reduction of risk to the Company and its customers.

The amount of the Collateral Requirement under the foregoing calculation will be recomputed quarterly based upon the customer's rolling twenty-four (24)-month load forecast as of the first date of the next quarter, and the customer shall provide the recomputed amount if greater than the current amount held. A customer must notify the Company within ten (10) business days if it no longer meets the applicable Discount Eligibility Requirements, including if the customer has been placed on credit watch, if applicable to such eligibility.

The Collateral Requirement must be provided in one or more of the following forms:

i. A guarantee from the customer's Guarantor for the applicable Collateral Requirement, so long as the Guarantor meets the applicable Discount Eligibility Requirement, provided that the dollar amount of the Collateral Requirement that may be provided under the guarantee is subject to credit review by the Company. The guarantee must be in a format acceptable to and approved by the Company, and must include (i) if the Guarantor's creditworthiness is considered for determining the Discount Eligibility Requirements, a commitment from the Guarantor to pay the Collateral Requirement if the customer fails to make such payments (without a dollar limit), and (ii) a provision that automatically increases the dollar amount of collateral covered by the guarantee if either the customer or Guarantor no longer satisfies the applicable Discount Eligibility Requirement; or,

ii. A standby irrevocable Letter of Credit (Letter of Credit) for the applicable Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Schedule LLPS customer or its Guarantor, with a credit rating of at least A- from S&P and A3 from Moody's and a minimum of $2 billion in assets. Such security must be issued for a minimum term of three hundred sixty (360) days. The customer must cause the renewal or extension of the security for additional consecutive terms of three hundred sixty (360) days or more no later than thirty (30) days prior to each expiration date of the security. If the customer no longer satisfies the applicable Discount Eligibility Requirement, it must increase the amount covered by the Letter of Credit within ten (10) days. If the security is not renewed, extended, or increased as required herein, the Company will have the right to draw immediately upon the

Letter of Credit and/or demand cash collateral in the amount of the required increase and be entitled to hold the amounts so drawn or received as security until the customer has either (i) come back into compliance with the requirements for use of a Letter of Credit or, (ii) if required by the Company, has provided an alternative form of collateral consistent with Schedule LLPS. The Letter of Credit must be in a format acceptable to and approved by the Company; or,

iii. A cash deposit for the applicable Collateral Requirement.

In case of an uncured breach by the customer of the LLPS Service Agreement, an uncured breach of the Guarantor under the parent guaranty, or any notice of termination or refusal to continue the Letter of Credit by the issuing bank, the Company may draw on the applicable collateral, as further set forth in the LLPS Service Agreement.

If, at any time after Customer's initial delivery of the collateral the customer fails to comply with the Collateral Requirement, the Company may thereafter pursue any and all rights and remedies at law or in equity, and may take any other action consistent with the LLPS Service Agreement, Schedule LLPS, and the Company's General Rules and Regulations, including but not limited to suspension or curtailment of service.

To the extent the Company draws on a cash deposit provided by a customer, the Company draws funds from a Letter of Credit or Guarantee, or the Company receives a cash Exit Fee, the Company will defer the amount received minus any amount used to pay for services rendered, together with the Company's weighted average cost of capital, as a regulatory liability to be addressed in the next general ratemaking proceeding.

At any time during the first five (5)-year period immediately subsequent to the execution date of the LLPS Service Agreement, each dollar of the required collateral amount, up to $40 million, shall be reduced by twenty-five (25) percent if such collateral is provided in the form of cash collateral. For example, cash collateral in the amount of $30 million, shall be deemed to meet a collateral obligation of $40 million. At any time, cash collateral can be withdrawn, and a different form of collateral can replace cash collateral, upon ninety (90) days prior written notice, but the substituted form of collateral shall be provided without the twenty-five (25) percent reduction discussed above in this paragraph. Any cash collateral held will be considered as an offset to the amount of CWIP subject to the CWIP Rider.

- ***Annual Reports:*** The Company will file an annual compliance report with the Commission specifying: (i) the number of new or expanded customers that have enrolled in Schedule LLPS, (ii) the total estimated load enrolled under Schedule LLPS, (iii) the sector that the customer is in, and (iv) the estimated number of new or retained jobs associated with each new or expanded customer (to the extent available and subject to customer confidentiality concerns). Energy usage information will be provided on a confidential and anonymized basis. The Company commits to meeting with Staff and CURB at least annually, and on a highly confidential basis, to provide updates on Schedule LLPS with the content to be mutually agreed to by Staff, CURB, and the Company.
- ***New Renewable/Carbon Free Attribute Procurement Riders Within the LLPS Rate Plan:*** The Signatories agree that in conjunction with approval of Schedule LLPS, the Commission should also approve and find reasonable and in the public interest four new clean and renewable energy riders. These include:
    - ***Clean Energy Choice Rider (CER)***: Will enable customers under Schedule LLPS to support the procurement of clean energy resources and/or replacement of

identified existing resources in lieu of or in addition to the Company's Preferred Resource Plan. This shall include distributed energy resources such as demand-side management, energy efficiency, and battery storage. Under this program, the Company and the requesting customer will execute an agreement that determines cost recovery from the customer for the selected resources and any appropriate credit including consideration of any related Renewable Energy Credits (RECs) to the customer's bill. In considering supply-side resources, the Company will not place any limitations on the size of the resource considered or brought forward by a customer. For example, solar resources of 10-20 MW may be considered. Any alternative resources or combination of resources that would be procured pursuant to this rider and result in a material change to the Company's Preferred Resource Plan, would be submitted to the Commission for review through a predetermination filing. The agreement executed between Company and the requesting customer would be submitted for Commission approval as part of any such predetermination filing. Schedule CER participants will be subject to separately negotiated terms and conditions, including collateral requirements, based upon the specific agreement negotiated by the Company and the requesting customer.

- ***Renewable Energy Program Rider (RENEW):*** Will enable customers in KS Metro to access historical RECs at a fixed price adjusted annually, consistent with the RENEW program already in place for KS Central customers. The Company agrees to purchase energy from renewable sources or purchase RECs in an amount equal to the level of service purchased by Renewable Energy Program participants.

- ***Green Solution Connections Program (GSR):*** Will provide non-residential customers with an average monthly peak demand greater than 200 kW with the opportunity to subscribe to future renewable energy attributes associated with new Company-owned wind or solar generation acquired through the Integrated Resource Planning (IRP) process that are not needed to meet renewable compliance targets or requirements.
- ***Alternative Energy Credit Rider (AEC):*** Will provide large customers with the ability to include emission-free nuclear energy from Company-owned or sourced resources into their clean energy portfolio to support the customer's sustainability and decarbonization goals.

- ***Other Tariff Modifications Necessary to Implement the LLPS Rate Plan***: The Signatories agree that certain modifications to existing tariffs, riders, and company rules and regulations are needed in order to support the LLPS Rate Plan. The Signatories agree that the Commission should approve and find reasonable and in the public interest modifications to the following tariffs as detailed in the Direct Testimony of Mr. Bradley Lutz, except for changes to Section 2 of the Company's General Rules and Regulations which shall be modified as described below. In summary, these changes are as follows:
  - ***Schedule LPS (Large Power Service):*** Signatories agree to the addition of language that customers with monthly demand reasonably expected to reach or exceed seventy-five megawatts (75 MW) not be allowed to continue receiving service under Schedule LPS and will be required to receive service under Schedule LLPS.

- ***Schedule ECA (Energy Cost Adjustment):*** Signatories agree to the addition of language to the Energy Cost Adjustment to explain how costs associated with the Interim Capacity Agreement under Schedule LLPS and costs associated with capacity purchased under Schedule CCR impact the cost adjustment, and the addition of language that the revenue received from the Renewable Energy Program Rider, Green Solutions Connections Rider and Alternative Energy Credit Rider shall be credited as an offset to purchased power.
- ***Schedule ILP (Industrial & Large Power):*** Signatories agree to the addition of language that customers with monthly demand reasonably expected to exceed seventy-five megawatts (75 MW) will be required to receive service under Schedule LLPS.
- ***Schedule RECA (Retail Energy Cost Adjustment):*** Signatories agree to the addition of language to the Retail Energy Cost Adjustment tariff to explain how costs associated with the Interim Capacity Agreement under Schedule LLPS and costs associated with capacity purchased under Schedule CCR impact the cost adjustment, and the addition of language that the revenue received from the Green Solutions Connections Rider and Alternative Energy Credit Rider shall be credited as an offset to purchased power.
- ***Rules and Regulations:*** Signatories agree to the addition of language to Section 8 of the Company's General Rules and Regulations that for extensions of transmission or substation facilities, any customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs will not include any resulting network upgrade costs for

facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. In the event SPP modifies cost allocation methodologies for network upgrade costs related to large-load interconnections, nothing herein prevents the parties from proposing modifications to how Evergy allocates such costs among its retail customers. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any applicable service agreements as required by the applicable rate schedule as a condition for any construction to commence.

- ***Path to Power***: The Signatories agree to the addition of language to Section 2 of the Company's General Rules and Regulations reflecting the framework of the Company's Path to Power load interconnection process. Specifically, the Signatories agree to the addition of the following language to Section 2 of the Company's General Rules and Regulations:

  i. "Service to Loads Greater than 25 MW:

  A. Customers, or prospective Customers seeking service for loads expected to be greater than 25 MW shall be subject to an initial evaluation and study by the Company prior to receiving service. Such Customers shall notify the Company, in advance, concerning the expected load, project location, and project schedule. The Company will respond with an initial evaluation detailing its conditions of service.

B. Customers choosing to move forward and seek service for a project shall complete and comply with terms set forth in a Letter of Agreement and submit a refundable deposit of $200,000 that will be used to offset costs associated with project planning. Should costs exceed this deposit an additional refundable deposit of $200,000 shall be required. Additional refundable deposits will be required such that the Customer pays all project planning costs associated with their project. Initial deposit funds not used during planning shall be refunded to the customer without interest. These Customers shall be placed in a queue based on the date on which they provided the required information and deposit. Service related to projects the Company designates as serving the community interest may be given priority in the queue and may not be required to submit a deposit. Community Interest Projects are those that are part of a competitive search in which the Company is competing against at least one other location for the project, the Customer reasonably demonstrates that the project will employ at least 250 permanent, full-time employees, and an accredited state or regional economic development organization certifies that the absence of a deposit and expedited timing are critical to the state winning the project. The Company shall have sole reasonable discretion on the deposit applicability and managing projects in the queue.

C. The Company will work on advanced study and scoping for up to four projects at a time. Customers with projects being studied shall be notified of the study results and plans to receive service. Once an Initial Projects

Agreement is complete, the Company will send necessary details to the Southwest Power Pool for its review. Completed plans shall be valid for six months.

D. Customers choosing to receive service according to these plans shall complete the required agreements to facilitate construction and all required Service Agreements to receive service. The Schedule LLPS tariff and associated LLPS Service Agreement contain additional requirements for qualifying projects that must be met to receive service. Customers failing to complete these agreements within the timeframe allowed may be returned to the queue.

E. Additional details regarding the queue process and submission shall be posted to and updated from time to time on the Company's website.

- ***Miscellaneous Provisions:*** The Agreement Contains several miscellaneous provisions common in Settlement Agreements filed before the Commission. These provisions are contained in paragraphs 52 through 56 of the Agreement.

Commission Standards for Approving Settlement Agreements

Q. Has the Commission previously used factors or standards to review a settlement agreement?

A. Yes. The Commission's Order in Docket No. 08-ATMG-280-RTS (08-280 Docket) discusses five factors, or standards, to be used when the Commission is reviewing a non-unanimous settlement. Multiple agreements have been reviewed by the Commission using the five factors since that Order.[3] However, more recent Commission Orders have noted

[3] *Order Approving Contested Settlement Agreement*, 08-280 Docket, p. 5 (May 5, 2008).

that for unanimous settlement agreements, parties need not apply the historical five-factors test set forth in the 08-280 Docket.[4] Therefore, the evaluation under all five factors is unnecessary for this Settlement Agreement.

Q. What standards does the Commission generally examine when considering a unanimous settlement agreement?

A. The Commission may accept a unanimous settlement agreement so long as approval of the settlement is: (1) supported by substantial competent evidence in the record as a whole; (2) results in just and reasonable rates; and (3) is in the public interest.[5] Each of these factors is discussed individually below.

<u>Support for the Settlement Agreement</u>

Q. Please address whether the Agreement is supported by substantial competent evidence in the record as a whole.

A. The Agreement is supported by substantial competent evidence in the record as a whole. The Agreement is supported by Evergy's Application and the Direct Testimony of Evergy witnesses Darrin Ives, Bradley Lutz, and Jeffrey Martin, as well as the Testimony in Support that is expected to be filed by several witnesses who offer diverse and often conflicting perspectives about the issues presented in this case. Staff vigorously analyzed the Application and formed our own conclusions that were reflected in the Settlement Agreement, and which are reflected in my Testimony in Support of the Agreement. These filed positions represent the body of evidence the Commission would rely on to make a

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[4] *Order on KCP&L's Application for Rate Change*, Docket No. 15-KCPE-116-RTS, ¶ 16, p. 6 (Sept. 10, 2015).

[5] *Id.*, *see Citizens' Util. Ratepayer Bd. v. State Corp. Comm'n of State of Kansas*, 28 Kan. App. 2d 313, 316 16 P.3d 319, 323 (2000).

determination of the issues presented by this case, if the case were to be fully litigated, and the Commission can rely on this evidence to support the finding that the Settlement Agreement is reasonable and in public interest. The Parties relied on this evidence in negotiations and eventually arrived at an agreed upon resolution of all of the issues in this case. It is Staff's position that the terms of this Agreement are commensurate with what could be expected if the case were to be fully litigated.

Q. What support exists in the record for key rate related terms of the LLPS tariff, specifically the Demand and Energy rates to be charged to the LLPS customers?

A. The rates that are contained in the LLPS tariff, are as shown in the table below.

EXHIBIT A

Schedule LLPS Initial Monthly Pricing

Schedule LLPS Initial Monthly Pricing - Settlement				
Charges	Kansas Central		Kansas Metro	
	Summer	Winter	Summer	Winter
Customer	$ 386.67	$ 386.67	$ 751.02	$ 751.02
Grid ($/kW) (Substation Voltage)	$ 0.248	$ 0.248	$ 0.200	$ 0.200
Grid ($/kW) (Transmission Voltage)	$ 0.156	$ 0.156	$ 0.126	$ 0.126
Demand ($/kW)	$ 22.985	$ 20.817	$ 21.174	$ 19.174
Energy ($/kWh)	$ 0.00872	$ 0.00872	$ 0.01000	$ 0.01000

These rates were heavily influenced by the Direct Testimony of Evergy witnesses in this proceeding, as modified to reflect the anticipated outcome of the 25-EKCE-294-RTS rate case, and other updated calculations and data presented and discussed during the several rounds of formal Discovery and Settlement Discussions in this Docket. Staff independently verified the reasonableness of the Demand and Energy rates contained in the Settlement Agreement, and we performed our own indicative Class Cost of Service (CCOS) and Rate Design analyses to verify that the rates resulting from this Settlement Agreement will be cost-based and just and reasonable.

Ultimately, the Demand and Energy rates contained in the Settlement Agreement were the result of a detailed, comprehensive, and analytical evaluation of all utility costs created by serving a large load customer, with the intention of ensuring that existing customers on the system will not subsidize the addition of these new large load customers. To the contrary, Staff's expectation is that the rates and terms of service for LLPS customers in the Settlement Agreement will be beneficial to existing customers on the system, accounting for all costs that will be incurred as a result of serving LLPS customers.

Q. To be clear, if the Commission approves the Settlement, will LLPS customers pay for the costs they cause on the electric system?

A. Yes. These rates were designed to recover the costs Evergy is expected to incur to serve these customers. The Demand and Energy rates contained within the Settlement Agreement will result in an LLPS customer with an 80% load factor paying an all-in base rate per kWh that is 17.94% **<u>more</u>** than the equivalent industrial customer would pay on Evergy Kansas Central's Industrial Large Power (ILP) tariff.[6] The rates are also designed to incentivize higher load factors, to encourage efficient use of system capacity and to spread the costs of the existing infrastructure across more billing determinants. For example, at a 75% load factor, an LLPS customer would pay 19.36% more than an ILP

[6] *See* Staff Exhibit JTG-1.

customer.[7] At an 85% load factor, the differential shrinks to 16.60%.[8] To further illustrate the example, a 100% load factor customer, while unlikely to ever actually occur, would pay 12.89% more than the ILP rate on per kWh rate basis.[9]

Q. Why does the LLPS to ILP cost differential grow with lower load factors and shrink with higher load factors?

A. This phenomenon occurs because the LLPS rates have a much higher Demand component and a much lower Energy component than the ILP rate today. The LLPS Demand rate averages $21.53/kW, which is 52.34% higher than the current ILP Demand rate of $14.14/kW and the Energy rate is 40.92% lower than the ILP Energy rate ($.00872/kWh vs. $.014760). Staff supports the Higher Demand/Lower Energy composition of these rates because many of the customer protective elements of the LLPS tariff like the Minimum Bill, Minimum Billing Demand, Capacity Reduction Fee and Termination Fee, are all calculated using the Demand rates in the LLPS tariff. It was also necessary to calculate the Demand rate as a pure capacity cost reflective Demand rate so that the optional capacity-related riders for LLPS customers (which are priced on a per kW of Demand basis) could accurately be added or subtracted from the base rate Demand calculation components of an LLPS customer's bill.

Q. Does the Agreement result in just and reasonable rates?

A. Yes. Staff contends that this Agreement will result in rates that fall within the "zone of reasonableness" described by the Kansas courts in which the result is balanced between the interests of investors versus ratepayers, present versus future ratepayers, and is in the public

[7] *See* Staff Exhibit JTG-2.
[8] *See* Staff Exhibit JTG-3.
[9] *See* Staff Exhibit JTG-4.

interest generally. This opinion is supported by the fact that Demand and Energy rates agreed to in the Settlement are supported both by Evergy's Direct Testimony and Staff's independent CCOS and Rate Design evaluations, and that the rates are designed to reflect the costs incurred to serve LLPS customers. Additionally, despite these rates being 17-20% more per kWh than standard ILP rates, the rates have been unanimously supported by Google and DCC, which are the data center customer representatives participating in this Docket. The unanimous support for these LLPS rates is strongly indicative that they are just and reasonable.

Q. How did Staff evaluate the reasonableness of the non-rate terms in the Settlement Agreement, such as Minimum Bill, Minimum Billing Demand, Required Length of Service Contract, Collateral and Early Termination Provisions, among other key tariff provisions?

A. Staff primarily relied on information gained from researching other Data Center or Large Load Tariffs that have been approved recently by other state public utility commissions. Specific examples that influenced our review include the Public Utilities Commission of Ohio's recent approval of a Data Center Tariff on July 9, 2025,[10] and the Indiana Utility Regulatory Commission's approval of a Large Load Tariff on February 19, 2025.[11] In addition, other parties in the Settlement discussions referenced recent data center tariff filings in Kentucky and Oregon as well. Staff's intention throughout the settlement discussions was to advocate for a Large Load Tariff that contained significant protections from stranded asset cost risk for existing customers on the system, while not insisting on terms or conditions of service so onerous that they would render the Large Load Tariff

[10] *See* https://www.aepohio.com/company/about/rates/data-center-tariff/
[11] *See* https://www.in.gov/iurc/files/ord_46097_021925.pdf

ineffective or uncompetitive when compared to other Large Load Tariffs in effect throughout the United States today.

Q. Are you aware of the balancing test set forth by the Kansas Supreme Court for determining whether rates are "just and reasonable"?

A. Yes, the Kansas Supreme Court has stated:

> The leading cases in this area clearly indicate that the goal should be a rate fixed within the "zone of reasonableness" after the application of a balancing test in which the interests of all concerned parties are considered. In rate-making cases, the parties whose interests must be considered and balanced are these: (1) the utility's investors vs. the ratepayers; (2) the present ratepayers vs. the future ratepayers; and (3) the public interest.[12]

Q. What evidence in this case should be considered when performing the balancing test set forth by the Kansas Supreme Court?

A. Staff's contention is the Agreement before the Commission easily passes the balancing test set forth by the Kansas Supreme Court. The following supports this assertion:

(1) the agreed-upon LLPS tariff, inclusive of the rate and non-rate terms and conditions, balances the interests of Evergy's investors and ratepayers because the rates are designed to ensure that LLPS customers pay the costs they caused by Evergy serving them and the non-rate terms and conditions (existing customer protections) are broadly consistent with large load tariffs recently approved by other state public utility commissions;

[12] *Kan. Gas and Electric Co. v. State Corp Comm'n*, 239 Kan. 483, 488 (1986).

(2) The Settlement Agreement addresses intergenerational inequity because the LLPS rates are designed to be cost-based, and there is a requirement in the Settlement Agreement that Evergy will evaluate costs and impacts of any LLPS customer in the next rate case that includes a LLPS customer and propose cost allocation and rate design proposals designed to "reasonably ensure such Schedule LLPS customers' rates will reflect the customers' representative share of the costs incurred to serve the customers and prevent other customer classes' rates from reflecting any unjust or unreasonable costs arising from service to such Schedule LLPS customers."[13]; and

(3) the fact that both of the two factors above have been met is itself an indication that the Agreement is in the public interest generally. I will discuss this in greater detail below.

Q. Does Staff contend that the results of the Agreement are in the public interest?

A. Yes. There were multiple interests represented by the parties involved in the negotiations: CURB representing the interests of residential and small commercial ratepayers; KIC representing the interest of its industrial customer clients; Evergy representing its management and shareholders; and several other diverse interests represented by DCC, Google, the Sierra Club, NRDC, Occidental, LPC, Spirit, APS, USD 233, Goodyear, USD 232, USD 229, USD 512, and a couple more non-opposing but non-signatory parties. Staff was attempting to balance each of those interests while representing the interests of the public generally. Simply put, a unanimous settlement that is able to satisfy each of these diverse and competing interests is not easy to accomplish. The fact that the Parties in this

[13] *See Joint Motion for Approval of Unanimous Settlement Agreement and Amendment of the Procedural Schedule,* ¶ 17 (Aug. 18, 2025).

case, with diverse and often competing interests, have found common ground for resolving their respective issues strongly supports Staff's contention that the Agreement in this case will result in just and reasonable rates that are in the public interest.

Generally speaking, the public interest is served when ratepayers are protected from unnecessarily high prices, discriminatory prices and/or unreliable service. More specifically, it is Staff's opinion that the Agreement meets the public interest because:

- The agreed upon Demand and Energy rates in the LLPS tariff are designed to recover Evergy's cost to serve LLPS customers, avoiding the situation where existing customers are subsidizing LLPS customers that wish to receive service from Evergy;
- The agreed upon Demand and Energy rates were designed to incentivize higher load factors, and a more efficient utilization of the grid capacity required to serve these customers, which will produce more energy billing determinants over which to spread the existing fixed costs of the system;
- The non-rate terms and conditions of the LLPS tariff (Required Contract Term Length, Minimum Bill Requirements, Collateral and Security Requirements, Capacity Reduction Fees, and Termination Fees) are designed to protect existing customers from stranded asset cost risk, while not being so onerous as to make the LLPS tariff uncompetitive or outside the mainstream relative to other LLPS tariffs that are in existence today in the United States;
- The Settlement Agreement contains several optional riders that LLPS customers can utilize to reflect their desired service characteristics, including the CCR, the DRLR, the CER, the RENEW, the GSR, and the AEC. These optional riders are

designed to allow LLPS customers to customize certain elements and characteristics of their electric service without burdening or harming other customers, which Staff considers to be in the public interest;

- In settlement negotiations, each of the Parties represented their respective interests by putting time, thought, and professional analysis into deriving a settlement position it found reasonable; and
- If this Agreement is approved, the Parties would avoid the costly and time consuming process of a fully-litigated hearing. It is in the public interest to avoid these costs if possible, and this Agreement accomplishes this result.

Q. Should the Commission accept the Agreement as a reasonable resolution of the issues in this Docket?

A. Yes, the Agreement represents a reasonable resolution of the issues in this Docket, which is supported by substantial competent evidence in the record, results in just and reasonable rates, and is in the public interest.

Q. Does this conclude your testimony?

A. Yes, thank you.

Large Power Load Pricing Example
(Kansas Central Jurisdiction)

				Large Load Power Service										
										Riders				
Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Grid Charge	Interim Capacity Charge	Demand Charge	Total Base Rate Cost	TDC	EER	PTS	RECA	Total Cost
		80%	400000	$387						$7.2304	$0.000251	$0.001420	$0.022983	
W (kW)							0							
S							0							
W ($)					$0.00872	$0.156	$0.000	$20.817						
S					$0.00872	$0.156	$0.000	$22.985						
1	Jan	238,080,000	400,000	$387	$2,076,058	$62,400	$0	$8,326,800	$10,465,644	$2,892,160	$59,758	$338,074	$5,471,793	$19,227,429
2	Feb	222,720,000	400,000	387	1,942,118	$62,400	$0	$8,326,800	$10,331,705	2,892,160	55,903	316,262	5,118,774	18,714,804
3	Mar	245,760,000	400,000	387	2,143,027	$62,400	$0	$8,326,800	$10,532,614	2,892,160	61,686	348,979	5,648,302	19,483,741
4	Apr	215,040,000	400,000	387	1,875,149	$62,400	$0	$8,326,800	$10,264,735	2,892,160	53,975	305,357	4,942,264	18,458,492
5	May	222,720,000	400,000	387	1,942,118	$62,400	$0	$8,326,800	$10,331,705	2,892,160	55,903	316,262	5,118,774	18,714,804
6	Jun	230,400,000	400,000	387	2,009,088	$62,400	$0	$9,194,000	$11,265,875	2,892,160	57,830	327,168	5,295,283	19,838,316
7	Jul	238,080,000	400,000	387	2,076,058	$62,400	$0	$9,194,000	$11,332,844	2,892,160	59,758	338,074	5,471,793	20,094,629
8	Aug	230,400,000	400,000	387	2,009,088	$62,400	$0	$9,194,000	$11,265,875	2,892,160	57,830	327,168	5,295,283	19,838,316
9	Sept	222,720,000	400,000	387	1,942,118	$62,400	$0	$9,194,000	$11,198,905	2,892,160	55,903	316,262	5,118,774	19,582,004
10	Oct	245,760,000	400,000	387	2,143,027	$62,400	$0	$8,326,800	$10,532,614	2,892,160	61,686	348,979	5,648,302	19,483,741
11	Nov	222,720,000	400,000	387	1,942,118	$62,400	$0	$8,326,800	$10,331,705	2,892,160	55,903	316,262	5,118,774	18,714,804
12	Dec	238,080,000	400,000	387	2,076,058	$62,400	$0	$8,326,800	$10,465,644	2,892,160	59,758	338,074	5,471,793	19,227,429
		2,772,480,000		$4,640	$24,176,026	$748,800	$0	$103,390,400	$128,319,866	$34,705,920	$695,892	$3,936,922	$63,719,908	$231,378,508

kWh Calc 7,680,000

LLPS Base Rate per KWh 0.04628

LLPS Total Rate per kWh 0.08346

LLPS Base Rate Compared to ILP Base Rate 17.95%

LLPS Total Rate Compared to ILP Total Rate 9.22%

Industrial and Large Power Rate
25-EKCE-294-RTS settlement pricing with Riders as of 1/7/2025

Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Demand Charge	Total Base Rate Cost	TDC	EE	PTS	RECA	Total Cost
				$386.67	$0.014760	$14.139		$7.230	$0.000251	$0.001420	$0.022983	
1	Jan	238,080,000	400,000	$387	$3,514,061	$5,655,600	$9,170,047	$2,892,160	$59,758	$338,074	$5,471,793	$17,931,832
2	Feb	222,720,000	400,000	387	3,287,347	5,655,600	8,943,334	2,892,160	55,903	316,262	5,118,774	17,326,433
3	Mar	245,760,000	400,000	387	3,627,418	5,655,600	9,283,404	2,892,160	61,686	348,979	5,648,302	18,234,531
4	Apr	215,040,000	400,000	387	3,173,990	5,655,600	8,829,977	2,892,160	53,975	305,357	4,942,264	17,023,733
5	May	222,720,000	400,000	387	3,287,347	5,655,600	8,943,334	2,892,160	55,903	316,262	5,118,774	17,326,433
6	Jun	230,400,000	400,000	387	3,400,704	5,655,600	9,056,691	2,892,160	57,830	327,168	5,295,283	17,629,132
7	Jul	238,080,000	400,000	387	3,514,061	5,655,600	9,170,047	2,892,160	59,758	338,074	5,471,793	17,931,832
8	Aug	230,400,000	400,000	387	3,400,704	5,655,600	9,056,691	2,892,160	57,830	327,168	5,295,283	17,629,132
9	Sept	222,720,000	400,000	387	3,287,347	5,655,600	8,943,334	2,892,160	55,903	316,262	5,118,774	17,326,433
10	Oct	245,760,000	400,000	387	3,627,418	5,655,600	9,283,404	2,892,160	61,686	348,979	5,648,302	18,234,531
11	Nov	222,720,000	400,000	387	3,287,347	5,655,600	8,943,334	2,892,160	55,903	316,262	5,118,774	17,326,433
12	Dec	238,080,000	400,000	387	3,514,061	5,655,600	9,170,047	2,892,160	59,758	338,074	5,471,793	17,931,832
		2,772,480,000		$4,640	$40,921,805	$67,867,200	$108,793,645	$34,705,920	$695,892	$3,936,922	$63,719,908	$211,852,287

ILP Base Rate per kWh $ 0.03924

ILP Total Rate per kWh $ 0.076413

Large Power Load Pricing Example
(Kansas Central Jurisdiction)

				Large Load Power Service										
										Riders				
Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Grid Charge	Interim Capacity Charge	Demand Charge	Total Base Rate Cost	TDC	EER	PTS	RECA	Total Cost
		75%	400000	$387						$7.2304	$0.000251	$0.001420	$0.022983	
W (kW)							0							
S							0							
W ($)					$0.00872	$0.156	$0.000	$20.817						
S					$0.00872	$0.156	$0.000	$22.985						
1	Jan	223,200,000	400,000	$387	$1,946,304	$62,400	$0	$8,326,800	$10,335,891	$2,892,160	$56,023	$316,944	$5,129,806	$18,730,823
2	Feb	208,800,000	400,000	387	1,820,736	$62,400	$0	$8,326,800	$10,210,323	2,892,160	52,409	296,496	4,798,850	18,250,238
3	Mar	230,400,000	400,000	387	2,009,088	$62,400	$0	$8,326,800	$10,398,675	2,892,160	57,830	327,168	5,295,283	18,971,116
4	Apr	201,600,000	400,000	387	1,757,952	$62,400	$0	$8,326,800	$10,147,539	2,892,160	50,602	286,272	4,633,373	18,009,945
5	May	208,800,000	400,000	387	1,820,736	$62,400	$0	$8,326,800	$10,210,323	2,892,160	52,409	296,496	4,798,850	18,250,238
6	Jun	216,000,000	400,000	387	1,883,520	$62,400	$0	$9,194,000	$11,140,307	2,892,160	54,216	306,720	4,964,328	19,357,731
7	Jul	223,200,000	400,000	387	1,946,304	$62,400	$0	$9,194,000	$11,203,091	2,892,160	56,023	316,944	5,129,806	19,598,023
8	Aug	216,000,000	400,000	387	1,883,520	$62,400	$0	$9,194,000	$11,140,307	2,892,160	54,216	306,720	4,964,328	19,357,731
9	Sept	208,800,000	400,000	387	1,820,736	$62,400	$0	$9,194,000	$11,077,523	2,892,160	52,409	296,496	4,798,850	19,117,438
10	Oct	230,400,000	400,000	387	2,009,088	$62,400	$0	$8,326,800	$10,398,675	2,892,160	57,830	327,168	5,295,283	18,971,116
11	Nov	208,800,000	400,000	387	1,820,736	$62,400	$0	$8,326,800	$10,210,323	2,892,160	52,409	296,496	4,798,850	18,250,238
12	Dec	223,200,000	400,000	387	1,946,304	$62,400	$0	$8,326,800	$10,335,891	2,892,160	56,023	316,944	5,129,806	18,730,823
		2,599,200,000		$4,640	$22,665,024	$748,800	$0	$103,390,400	$126,808,864	$34,705,920	$652,399	$3,690,864	$59,737,414	$225,595,461

kWh Calc 7,200,000

LLPS Base Rate per KWh 0.04879

LLPS Total Rate per kWh 0.08679

LLPS Base Rate Compared to ILP Base Rate 19.37%

LLPS Total Rate Compared to ILP Total Rate 10.03%

Industrial and Large Power Rate
25-EKCE-294-RTS settlement pricing with Riders as of 1/7/2025

Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Demand Charge	Total Base Rate Cost	TDC	EE	PTS	RECA	Total Cost
				$386.67	$0.014760	$14.139		$7.230	$0.000251	$0.001420	$0.022983	
1	Jan	223,200,000	400,000	$387	$3,294,432	$5,655,600	$8,950,419	$2,892,160	$56,023	$316,944	$5,129,806	$17,345,351
2	Feb	208,800,000	400,000	387	3,081,888	5,655,600	8,737,875	2,892,160	52,409	296,496	4,798,850	16,777,790
3	Mar	230,400,000	400,000	387	3,400,704	5,655,600	9,056,691	2,892,160	57,830	327,168	5,295,283	17,629,132
4	Apr	201,600,000	400,000	387	2,975,616	5,655,600	8,631,603	2,892,160	50,602	286,272	4,633,373	16,494,009
5	May	208,800,000	400,000	387	3,081,888	5,655,600	8,737,875	2,892,160	52,409	296,496	4,798,850	16,777,790
6	Jun	216,000,000	400,000	387	3,188,160	5,655,600	8,844,147	2,892,160	54,216	306,720	4,964,328	17,061,571
7	Jul	223,200,000	400,000	387	3,294,432	5,655,600	8,950,419	2,892,160	56,023	316,944	5,129,806	17,345,351
8	Aug	216,000,000	400,000	387	3,188,160	5,655,600	8,844,147	2,892,160	54,216	306,720	4,964,328	17,061,571
9	Sept	208,800,000	400,000	387	3,081,888	5,655,600	8,737,875	2,892,160	52,409	296,496	4,798,850	16,777,790
10	Oct	230,400,000	400,000	387	3,400,704	5,655,600	9,056,691	2,892,160	57,830	327,168	5,295,283	17,629,132
11	Nov	208,800,000	400,000	387	3,081,888	5,655,600	8,737,875	2,892,160	52,409	296,496	4,798,850	16,777,790
12	Dec	223,200,000	400,000	387	3,294,432	5,655,600	8,950,419	2,892,160	56,023	316,944	5,129,806	17,345,351
		2,599,200,000		$4,640	$38,364,192	$67,867,200	$106,236,032	$34,705,920	$652,399	$3,690,864	$59,737,414	$205,022,629

ILP Base Rate per kWh	$ 0.04087

ILP Total Rate per kWh	$ 0.078879

Large Power Load Pricing Example
(Kansas Central Jurisdiction)

				Large Load Power Service										
				Basic			Interim		Total	Riders				
Billing			Billing	Service	Energy	Grid	Capacity	Demand	Base Rate					Total
Month	Month	Energy	kW	Fee	Charge	Charge	Charge	Charge	Cost	TDC	EER	PTS	RECA	Cost
		85%	400000	$387						$7.2304	$0.000251	$0.001420	$0.022983	
W (kW)							0							
S							0							
W ($)					$0.00872	$0.156	$0.000	$20.817						
S					$0.00872	$0.156	$0.000	$22.985						
1	Jan	252,960,000	400,000	$387	$2,205,811	$62,400	$0	$8,326,800	$10,595,398	$2,892,160	$63,493	$359,203	$5,813,780	$19,724,034
2	Feb	236,640,000	400,000	387	2,063,501	$62,400	$0	$8,326,800	$10,453,087	2,892,160	59,397	336,029	5,438,697	19,179,370
3	Mar	261,120,000	400,000	387	2,276,966	$62,400	$0	$8,326,800	$10,666,553	2,892,160	65,541	370,790	6,001,321	19,996,366
4	Apr	228,480,000	400,000	387	1,992,346	$62,400	$0	$8,326,800	$10,381,932	2,892,160	57,348	324,442	5,251,156	18,907,038
5	May	236,640,000	400,000	387	2,063,501	$62,400	$0	$8,326,800	$10,453,087	2,892,160	59,397	336,029	5,438,697	19,179,370
6	Jun	244,800,000	400,000	387	2,134,656	$62,400	$0	$9,194,000	$11,391,443	2,892,160	61,445	347,616	5,626,238	20,318,902
7	Jul	252,960,000	400,000	387	2,205,811	$62,400	$0	$9,194,000	$11,462,598	2,892,160	63,493	359,203	5,813,780	20,591,234
8	Aug	244,800,000	400,000	387	2,134,656	$62,400	$0	$9,194,000	$11,391,443	2,892,160	61,445	347,616	5,626,238	20,318,902
9	Sept	236,640,000	400,000	387	2,063,501	$62,400	$0	$9,194,000	$11,320,287	2,892,160	59,397	336,029	5,438,697	20,046,570
10	Oct	261,120,000	400,000	387	2,276,966	$62,400	$0	$8,326,800	$10,666,553	2,892,160	65,541	370,790	6,001,321	19,996,366
11	Nov	236,640,000	400,000	387	2,063,501	$62,400	$0	$8,326,800	$10,453,087	2,892,160	59,397	336,029	5,438,697	19,179,370
12	Dec	252,960,000	400,000	387	2,205,811	$62,400	$0	$8,326,800	$10,595,398	2,892,160	63,493	359,203	5,813,780	19,724,034
		2,945,760,000		$4,640	$25,687,027	$748,800	$0	$103,390,400	$129,830,867	$34,705,920	$739,386	$4,182,979	$67,702,402	$237,161,554

kWh Calc 8,160,000

LLPS Base Rate per KWh 0.04407

LLPS Total Rate per kWh 0.08051

LLPS Base Rate Compared to ILP Base Rate 16.60%

LLPS Total Rate Compared to ILP Total Rate 8.45%

Industrial and Large Power Rate
25-EKCE-294-RTS settlement pricing with Riders as of 1/7/2025

Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Demand Charge	Total Base Rate Cost	TDC	EE	PTS	RECA	Total Cost
				$386.67	$0.014760	$14.139		$7.230	$0.000251	$0.001420	$0.022983	
1	Jan	252,960,000	400,000	$387	$3,733,690	$5,655,600	$9,389,676	$2,892,160	$63,493	$359,203	$5,813,780	$18,518,312
2	Feb	236,640,000	400,000	387	3,492,806	5,655,600	9,148,793	2,892,160	59,397	336,029	5,438,697	17,875,076
3	Mar	261,120,000	400,000	387	3,854,131	5,655,600	9,510,118	2,892,160	65,541	370,790	6,001,321	18,839,930
4	Apr	228,480,000	400,000	387	3,372,365	5,655,600	9,028,351	2,892,160	57,348	324,442	5,251,156	17,553,457
5	May	236,640,000	400,000	387	3,492,806	5,655,600	9,148,793	2,892,160	59,397	336,029	5,438,697	17,875,076
6	Jun	244,800,000	400,000	387	3,613,248	5,655,600	9,269,235	2,892,160	61,445	347,616	5,626,238	18,196,694
7	Jul	252,960,000	400,000	387	3,733,690	5,655,600	9,389,676	2,892,160	63,493	359,203	5,813,780	18,518,312
8	Aug	244,800,000	400,000	387	3,613,248	5,655,600	9,269,235	2,892,160	61,445	347,616	5,626,238	18,196,694
9	Sept	236,640,000	400,000	387	3,492,806	5,655,600	9,148,793	2,892,160	59,397	336,029	5,438,697	17,875,076
10	Oct	261,120,000	400,000	387	3,854,131	5,655,600	9,510,118	2,892,160	65,541	370,790	6,001,321	18,839,930
11	Nov	236,640,000	400,000	387	3,492,806	5,655,600	9,148,793	2,892,160	59,397	336,029	5,438,697	17,875,076
12	Dec	252,960,000	400,000	387	3,733,690	5,655,600	9,389,676	2,892,160	63,493	359,203	5,813,780	18,518,312
		2,945,760,000		$4,640	$43,479,418	$67,867,200	$111,351,258	$34,705,920	$739,386	$4,182,979	$67,702,402	$218,681,945

ILP Base Rate per kWh	$ 0.03780

ILP Total Rate per kWh	$ 0.074236

Large Power Load Pricing Example
(Kansas Central Jurisdiction)

				Large Load Power Service										
										Riders				
Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Grid Charge	Interim Capacity Charge	Demand Charge	Total Base Rate Cost	TDC	EER	PTS	RECA	Total Cost
		100%	400000	$387						$7.2304	$0.000251	$0.001420	$0.022983	
W (kW)							0							
S							0							
W ($)					$0.00872	$0.156	$0.000	$20.817						
S					$0.00872	$0.156	$0.000	$22.985						
1	Jan	297,600,000	400,000	$387	$2,595,072	$62,400	$0	$8,326,800	$10,984,659	$2,892,160	$74,698	$422,592	$6,839,741	$21,213,849
2	Feb	278,400,000	400,000	387	2,427,648	$62,400	$0	$8,326,800	$10,817,235	2,892,160	69,878	395,328	6,398,467	20,573,068
3	Mar	307,200,000	400,000	387	2,678,784	$62,400	$0	$8,326,800	$11,068,371	2,892,160	77,107	436,224	7,060,378	21,534,239
4	Apr	268,800,000	400,000	387	2,343,936	$62,400	$0	$8,326,800	$10,733,523	2,892,160	67,469	381,696	6,177,830	20,252,678
5	May	278,400,000	400,000	387	2,427,648	$62,400	$0	$8,326,800	$10,817,235	2,892,160	69,878	395,328	6,398,467	20,573,068
6	Jun	288,000,000	400,000	387	2,511,360	$62,400	$0	$9,194,000	$11,768,147	2,892,160	72,288	408,960	6,619,104	21,760,659
7	Jul	297,600,000	400,000	387	2,595,072	$62,400	$0	$9,194,000	$11,851,859	2,892,160	74,698	422,592	6,839,741	22,081,049
8	Aug	288,000,000	400,000	387	2,511,360	$62,400	$0	$9,194,000	$11,768,147	2,892,160	72,288	408,960	6,619,104	21,760,659
9	Sept	278,400,000	400,000	387	2,427,648	$62,400	$0	$9,194,000	$11,684,435	2,892,160	69,878	395,328	6,398,467	21,440,268
10	Oct	307,200,000	400,000	387	2,678,784	$62,400	$0	$8,326,800	$11,068,371	2,892,160	77,107	436,224	7,060,378	21,534,239
11	Nov	278,400,000	400,000	387	2,427,648	$62,400	$0	$8,326,800	$10,817,235	2,892,160	69,878	395,328	6,398,467	20,573,068
12	Dec	297,600,000	400,000	387	2,595,072	$62,400	$0	$8,326,800	$10,984,659	2,892,160	74,698	422,592	6,839,741	21,213,849
		3,465,600,000		$4,640	$30,220,032	$748,800	$0	$103,390,400	$134,363,872	$34,705,920	$869,866	$4,921,152	$79,649,885	$254,510,694

kWh Calc 9,600,000

LLPS Base Rate per KWh 0.03877

LLPS Total Rate per kWh 0.07344

LLPS Base Rate Compared to ILP Base Rate 12.89%

LLPS Total Rate Compared to ILP Total Rate 6.41%

Industrial and Large Power Rate

25-EKCE-294-RTS settlement pricing with Riders as of 1/7/2025

Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Demand Charge	Total Base Rate Cost	TDC	EE	PTS	RECA	Total Cost
				$386.67	$0.014760	$14.139		$7.230	$0.000251	$0.001420	$0.022983	
1	Jan	297,600,000	400,000	$387	$4,392,576	$5,655,600	$10,048,563	$2,892,160	$74,698	$422,592	$6,839,741	$20,277,753
2	Feb	278,400,000	400,000	387	4,109,184	5,655,600	9,765,171	2,892,160	69,878	395,328	6,398,467	19,521,004
3	Mar	307,200,000	400,000	387	4,534,272	5,655,600	10,190,259	2,892,160	77,107	436,224	7,060,378	20,656,127
4	Apr	268,800,000	400,000	387	3,967,488	5,655,600	9,623,475	2,892,160	67,469	381,696	6,177,830	19,142,630
5	May	278,400,000	400,000	387	4,109,184	5,655,600	9,765,171	2,892,160	69,878	395,328	6,398,467	19,521,004
6	Jun	288,000,000	400,000	387	4,250,880	5,655,600	9,906,867	2,892,160	72,288	408,960	6,619,104	19,899,379
7	Jul	297,600,000	400,000	387	4,392,576	5,655,600	10,048,563	2,892,160	74,698	422,592	6,839,741	20,277,753
8	Aug	288,000,000	400,000	387	4,250,880	5,655,600	9,906,867	2,892,160	72,288	408,960	6,619,104	19,899,379
9	Sept	278,400,000	400,000	387	4,109,184	5,655,600	9,765,171	2,892,160	69,878	395,328	6,398,467	19,521,004
10	Oct	307,200,000	400,000	387	4,534,272	5,655,600	10,190,259	2,892,160	77,107	436,224	7,060,378	20,656,127
11	Nov	278,400,000	400,000	387	4,109,184	5,655,600	9,765,171	2,892,160	69,878	395,328	6,398,467	19,521,004
12	Dec	297,600,000	400,000	387	4,392,576	5,655,600	10,048,563	2,892,160	74,698	422,592	6,839,741	20,277,753
		3,465,600,000		$4,640	$51,152,256	$67,867,200	$119,024,096	$34,705,920	$869,866	$4,921,152	$79,649,885	$239,170,918

ILP Base Rate per kWh $ 0.03434

ILP Total Rate per kWh $ 0.069013

STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

VERIFICATION

Justin T. Grady, being duly sworn upon his oath deposes and states that he is Director of the Utilities Division of the Kansas Corporation Commission of the State of Kansas, that he has read and is familiar with the foregoing *Testimony,* and attests that the statements contained therein are true and correct to the best of his knowledge, information and belief.

Justin T. Grady
Director of the Utilities Division
State Corporation Commission of the
State of Kansas

Subscribed and sworn to before me this 28 day of August, 2025.

Notary Public

My Appointment Expires: 4/28/29

NOTARY PUBLIC - State of Kansas
ANN M. MURPHY
My Appt. Expires 4/28/29

CERTIFICATE OF SERVICE

25-EKME-315-TAR

I, the undersigned, certify that a true and correct copy of the above and foregoing Testimony in Support by Justin Grady was served via electronic service this 5th day of September, 2025, to the following:

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