

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

**In the Matter of the Petition of Evergy Kansas)
Central, Inc., Evergy Kansas South, Inc., and)
Evergy Metro, Inc. for Determination of the)
Ratemaking Principles and Treatment that Will) 25-EKCE-207-PRE
Apply to the Recovery in Rates of the Cost to be)
Incurred for Certain Electric Generation Facilities)
under K.S.A. 66-1239)**

**REDACTED TESTIMONY
IN SUPPORT OF NATURAL GAS AND
SOLAR SETTLEMENT AGREEMENTS**

PREPARED BY

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UTILITIES DIVISION

KANSAS CORPORATION COMMISSION

April 17, 2025

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1 **I. Introduction, Qualifications, Purpose of Testimony**

2

3 **Q. Please state your name and business address.**

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

6 **Q. Are you the same Justin T. Grady that filed Direct Testimony on March 14,**
7 **2025, and Cross-Answering Testimony on March 21, 2025, in this Docket?**

8 A. Yes.

9 **Q. What is the purpose of your testimony?**

10 A. I am testifying on behalf of the Staff of the Kansas Corporation Commission (KCC
11 or Commission) in support of two Settlement Agreements filed in this Docket on
12 April 16, 2025. The first Settlement Agreement is unanimous and pertains to
13 Evergy Kansas Central, Inc. and Evergy Kansas South, Inc.’s (collectively referred
14 to as Evergy Kansas Central or EKC) construction and ownership of the Kansas
15 Sky Solar facility (hereafter referred to as the Solar Agreement).¹ The second

¹ See Joint Motion for Approval of Unanimous Partial Settlement Agreement Regarding Solar Facilities April 16, 2025, <https://estar.kcc.ks.gov/estar/ViewFile.aspx/S202504161503241934.pdf?Id=33cbdc63-f7f6-458d-a7df-907cd219dd76>.

1 Settlement Agreement is non-unanimous and pertains to EKC's 50% ownership of
2 each of the Viola and McNew Combined Cycle Generating Turbines (CCGTs or
3 Natural Gas Plants) that are the subject of EKC's predetermination petition in this
4 Docket (hereafter referred to as the Natural Gas Agreement) (collectively referred
5 to as the Agreements).² All parties participating in the Docket signed the Solar
6 Agreement, with the exception of the Lawrence Paper Company who will not
7 oppose the Agreement. The Natural Gas Agreement is supported by Evergy Kansas
8 Central and Evergy Metro, Inc. (Evergy Kansas Metro or EKM) (together with
9 Evergy Kansas Central referred to as Evergy); KPP Energy; Natural Resources
10 Defense Council (NRDC); Midwest Energy, Inc. (Midwest); The Board of County
11 Commissioners of Johnson County, Kansas (Johnson County); the City of
12 Lawrence, Kansas (Lawrence); Atmos Energy Corporation (Atmos); HF Sinclair
13 EL Dorado Refining LLC (HF Sinclair); Kansas Municipal Energy Agency
14 (KMEA); and Kansas Gas Service (KGS). The City of Overland Park, Kansas;
15 CCPS Transportation LLC, and Walmart, Inc. are not signatories to the Natural Gas
16 Agreement but do not oppose the Agreement.

17 My testimony will explain why the Commission should approve both
18 Agreements as reasonable resolutions of the issues in this Docket and find that each
19 Agreement is in the public interest and will contribute to just and reasonable rates.
20 Specifically, I will:

² See Joint Motion for Approval of Non-Unanimous Partial Settlement Agreement Regarding Natural Gas Facilities, April 16, 2025.
<https://estar.kcc.ks.gov/estar/ViewFile.aspx/S202504160819283960.pdf?Id=fca81f2a-b821-4e84-a22f-379522d5a98b>

- provide summary background information about this Docket;
- provide an overview of both Agreements;
- discuss the standard of review used to guide the Commission in its consideration of whether to accept the Agreements;³ and
- discuss the evidence in the record that supports the Agreements.

II. Background Information

Q. Please provide a brief background of this Docket.

A. On November 6, 2024, Evergy filed a Petition with the KCC requesting a determination of the ratemaking principles and treatment that will apply to the recovery in rates of the costs to be incurred in constructing and acquiring a 50% stake in each of two new 710 MW CCGTs and the 159 MW_{AC} Kansas Sky Solar facility.⁴

On November 14, 2024, the Commission issued an Order Setting Procedural Schedule setting forth the dates for responsive testimonies settlement discussions, a prehearing conference, and an evidentiary hearing.

Consistent with the Procedural Schedule, on March 14, 2025, Staff, Lawrence, Johnson County, Kansas Industrial Consumers Group, Inc. (KIC), USD 259, Citizens Utility Ratepayer Board (CURB), Wichita Regional Chamber of Commerce, HF Sinclair, Atmos, KGS, NRDC and New Energy Economics (NEE)

³ *Order Approving Contested Settlement Agreement*, Docket No. 08-ATMG-280-RTS, pp. 4-6 (May 12, 2008).

⁴ For clarity, each CCGT is 710 MWs and Evergy Kansas Central is requesting to own 50% of each CCGT, or 355MW of each plant, for a total of 710 MWs. The other 50% ownership interest is expected to be allocated to Evergy Missouri West.

1 filed Direct Testimony. On March 21, 2025, Staff, CEP, NEE, and KIC filed Cross-
2 Answering Testimony. EKC filed its Rebuttal Testimony on April 4, 2025.

3 Consistent with that Procedural Schedule, the parties met at the
4 Commission's offices on April 9, 2025, to discuss possible resolution of the issues,
5 with negotiations carrying over for several days. As a result of these extensive
6 discussions and negotiations, a large number of parties were able to reach
7 agreement on the issues related to EKC's proposal to construct the McNew and
8 Viola CCGTs and its request for ratemaking determinations related to those
9 investments. All parties were able to reach agreement on all issues pertaining to
10 the construction and ownership of the Kansas Sky Solar facility.

11 **III. Terms of the Settlement Agreements**

12 **Q. Please provide an overview of the terms of the Natural Gas Agreement.**

13 **A.** The Natural Gas Agreement provides the following:

14 1. With respect to EKC's proposal to add 355 MW from a combined cycle natural
15 gas plant (50% interest in the Viola plant) and 355MW from a combined cycle
16 natural gas plant (50% interest in the McNew plant) to its generating fleet, the
17 Commission should find:

18 a. That EKC's proposal to construct and own 50% of the Viola plant and
19 50% of the McNew plant is prudent;

20 b. That EKC's construction and ownership of 50% of the Viola plant and
21 50% of the McNew plant proposed in this Petition is consistent with
22 EKC's most recent preferred plan and resource acquisition strategy;

23 c. That the definitive cost estimate ("DCE") for 50% of the Viola plant
24 should be established as ** [REDACTED] ** (excluding AFUDC);
25
26
27
28
29

1 d. That the DCE for 50% of the McNew plant should be established as
2 ** [REDACTED] ** (excluding AFUDC);
3

4 e. That these DCEs for 50% of the Viola plant and 50% of the McNew plant
5 are reasonable and will be recovered in rates as follows:
6

7 i. Pursuant to K.S.A. 66-1239(c)(6)(A), EKC will be permitted
8 to implement a Construction Work in Progress (CWIP) rider
9 not sooner than 365 days after construction of the generation
10 facility begins, and EKC will recover through the CWIP
11 rider the return on up to 100% of amounts recorded to
12 construction work in progress on EKC's books for its stake
13 in the two natural gas plants, not exceeding the definitive
14 cost estimates for each plant approved by the Commission,
15 unless otherwise ordered by the Commission in a subsequent
16 proceeding. In addition, this rider will be allowed to have
17 periodic increases not more than every six months;
18

19 ii. EKC will be permitted to accrue costs in CWIP to be
20 recovered from customers up until the time that the natural
21 gas plants are placed in service and EKC will be permitted
22 to recover a return on those costs through the CWIP rider
23 until new base rates reflecting EKC's investment in the
24 natural gas plants take effect;
25

26 iii. Once the CWIP rider becomes effective and is being
27 included in customer rates, investment amounts included in
28 the rider will no longer be eligible to accumulate Allowance
29 for Funds Used During Construction (AFUDC), consistent
30 with the provisions of K.S.A. 66-1239;
31

32 iv. The amounts recovered through the CWIP rider will be
33 allocated to the customer classes on the same basis that the
34 costs of the underlying generation plant are allocated to
35 customer classes in EKC's currently pending rate case,
36 Docket No. 25-EKCE-294-RTS, as adjusted by future rate
37 cases or other Commission orders establishing allocation of
38 costs among classes for generation plant;
39

1 v. When new base rates reflecting EKC's investment in the
2 natural gas plants take effect, those base rates shall include a
3 deferral for depreciation expense incurred and carrying costs
4 on any unrecovered portion of EKC's investment in the
5 natural gas plants at EKC's weighted average cost of capital
6 determined in the rate case to include such costs in rates,
7 incurred between the time the natural gas plants are placed
8 in service and the time the investment in the natural gas
9 plants is included in base rates;

10
11 vi. Investment amounts up to the DCEs approved by the
12 Commission for the two natural gas plants will be included
13 in rate base in the first rate case following the in-service
14 date(s) for the two facilities;

15
16
17 vii. Amounts spent in excess of the DCE(s) will be subject to
18 prudence review. EKC should bear the burden of proof to
19 show that any amount it incurs in excess of these DCEs, for
20 instance, impacts from legislative or executive actions
21 including tariffs on project costs, is prudently incurred and
22 is just and reasonable to recover from ratepayers.

23
24 f. That EKC should be required to collaborate with Staff and CURB during
25 the development of a Gas Purchasing Plan, and to file the results of the plan
26 in a compliance filing at the KCC in the compliance docket established at
27 the conclusion of this docket. Thereafter, until the time the Viola and
28 McNew plants are placed in service, EKC should be required to meet at
29 least annually with Staff and CURB to discuss potential revisions to the Gas
30 Purchasing Plan. After the plants are placed in service, EKC will meet with
31 Staff and CURB annually to discuss the Gas Purchasing Plan as part of the
32 RECA and ACA processes.

33
34 g. That, should the addition of the CCGTs materially revise EKC's current
35 Natural Gas Hedging Plan, EKC should be required to collaborate with Staff
36 and CURB on the particulars of a revised Hedging Plan, if determined
37 necessary, to be filed at the Commission prior to any procurement
38 completed pursuant to the Gas Purchasing Plan;

1 h. That EKC should file a compliance filing with the KCC, in the
2 compliance docket established at the conclusion of this docket, once all
3 natural gas transportation arrangements have been finalized. This filing
4 should include, at a minimum, the financial terms and conditions under
5 which firm natural gas transportation has been secured and the duration of
6 the transportation arrangement;

7
8 i. That the Commission establish a compliance docket associated with this
9 case and require EKC to file quarterly progress reports for each of the
10 projects. EKC shall collaborate with Staff to develop a reporting template
11 and submit to the Commission prior to initiating the compliance reports.

12
13 j. EKC will work with Staff to provide the reporting information required
14 under K.S.A. 66-128f and to develop recurrent monthly project status
15 reporting including impacts from legislative or executive actions including
16 tariffs and any other cost and project milestone updates. Such reports will
17 be filed in the compliance docket referenced above.

18
19 k. That EKC should be required to make a compliance filing with the
20 Commission justifying the economics and prudence of continuing forward
21 with the McNew and/or Viola natural gas projects or requesting
22 Commission approval to abandon the project(s) if EKC becomes aware of
23 information that leads it to reasonably believe that actual project costs are
24 projected to exceed 115% of the DCE for the project approved by the
25 Commission under 66-1239.

26
27 i. In the event that EKC submits a filing pursuant to (k), within 30
28 days of the filing, the Commission will issue an order determining
29 whether to grant EKC's request or whether additional review of
30 EKC's proposal is required.

31
32 1. Within 15 days of the filing, the Commission shall
33 convene an on the record update and Evergy shall provide
34 updates on project costs, risks and mitigations, and
35 anticipated future changes. During this on the record update
36 Evergy will be available to address questions from the
37 Commission and parties to the compliance docket in which
38 the update filing is made.
39

1 2. During the 30-day Commission review period, Evergy
2 will not disrupt the construction schedule or work plan.
3 Costs incurred during that time period will be included as
4 part of the abandonment costs evaluated for recovery as part
5 of the analysis under this section. Parties will not assert
6 imprudence for continuing project construction during this
7 Commission review period.
8

9 ii. If the Commission determines that additional review is required:
10

11 1. The Commission will set a date within 60 days of EKC's
12 filing pursuant to (k) for a hearing to receive live testimony
13 from EKC, Staff, and other intervenors regarding the
14 reasonableness of EKC's proposal to either continue the
15 project or abandon the project.
16

17 2. Staff and Intervenors will have the opportunity to issue
18 data requests to EKC regarding its filing pursuant to (k)
19 pursuant to the schedule in the Commission's standard
20 discovery order, except all discovery responses would be
21 due five business days after receipt instead of seven,
22 excluding the day the discovery request is issued.
23

24 3. The Commission will issue an order within 90 days of
25 EKC's filing pursuant to (k) making a determination on
26 EKC's proposal.
27

28 4. EKC will continue construction of the project during the
29 90-day review period and unless and until it receives an
30 order from the Commission requiring abandonment of the
31 project. Costs incurred during that time period will be
32 considered as part of the abandonment costs evaluated for
33 recovery as part of the analysis under this section. Parties
34 will not assert imprudence for continuing project
35 construction during this Commission review period.
36

37 iii. The Commission's review of EKC's proposal under this section
38 may include but not be limited to the following factors:
39

1. Updated estimated actual project cost;
2. Percentage of completion of the project;
3. EKC's resource adequacy including current base planning forecasts for load and need for generation as well as any planning reserve margin or other resource adequacy requirements mandated by the Southwest Power Pool (SPP);
4. Costs of abandonment and impact of potential recovery of those costs on customers;
5. Consideration of current market costs for construction of natural gas generation and a comparison of EKC's estimated actual costs to the current market;
6. Consideration of the availability of supply-side resource alternatives to the projects under construction that could be utilized to meet the resource adequacy and reliability requirements identified by Evergy in providing efficient and sufficient service to Kansas customers. This should include consideration of whether the alternative resource is more economic and/or would more easily achieve resource adequacy. Supply-side resource alternatives should reasonably be expected to be constructed or contracted to reliably serve customers on the timeline supported by Evergy's most recent resource planning including factors such as risks of capacity accreditation, permitting, costs overruns, delays, and supply chain uncertainty;
7. Consideration of current Evergy affiliate ownership interests and the potential to either transfer a percentage of plant ownership to or enter into long-term power purchase arrangements with other third-party load serving entities or Evergy affiliates instead of wholesale project abandonment.

iv. If at any time throughout this review process the Commission determines that abandonment of the project(s) or a partial divestment from the project(s) is required, the Commission will

1 establish a proceeding that reviews and determines abandonment
2 costs and any rate recovery treatment as well as predetermination
3 for any required replacement resource for the abandoned project.
4

- 5 2. The Commission should also include the following conditions in its Order in
6 this docket:
7

8 a. EKC did not include any specific new large load customers in its 2024
9 Integrated Resource Plan (“IRP”) or prior IRPs, other than Panasonic,
10 which was included in the 2024 IRP, which identified the CCGTs as part of
11 EKC’s preferred portfolio. Going forward, EKC will not incorporate new
12 large load customers into its IRP preferred plan for planning purposes or
13 begin to procure any energy or capacity until the earlier of (1) after the AQ
14 Study request has been approved by SPP or other SPP study to evaluate the
15 addition of new load or (2) EKC has a final or near-final service agreement
16 with the customer.
17

18 b. EKC will conduct a stakeholder meeting to discuss critical factors and
19 assumptions with interested parties prior to submitting its IRP annual
20 updates and triennial filings beginning with the 2026 IRP and continuing
21 throughout the time period when EKC is proposing and constructing new
22 generation.
23

24 c. In the event EKC decides to retire coal generation and utilize
25 securitization to recover energy transition costs caused by, associated with,
26 or remaining as a result of a retired coal plant, as contemplated by K.S.A.
27 66-1,240, EKC will file a request for predetermination with the Commission
28 related to such decision, allowing Staff and Intervenors the opportunity for
29 discovery and to submit testimony. Such a plan for retirement of coal
30 generation will be identified in EKC’s IRP annual updates or triennial
31 filings and will be discussed in the stakeholder meeting agreed to above in
32 (b) in advance of EKC making a request for predetermination.
33

34 d. EKC commits to hold a collaborative discussion with KGS, Atmos
35 Energy, Staff, CURB, KMEA/KMGA, Midwest Energy, and other
36 interested parties in advance of the two CCGT units coming online to
37 advance coordination efforts, including a discussion of statewide natural gas
38 supply priorities and curtailment standards, during extreme weather events

1 and other extraordinary/emergency situations, and to report those efforts to
2 the Commission.

3
4 e. EKC commits to evaluate future offers in an all-source Request for
5 Proposals (RFP) that will be conducted in 2025 and determine whether
6 those offers can meet needs identified and not covered by the resources in
7 this application, in the IRP process and total energy and capacity needs for
8 the utility; with proper confidentiality agreements in place, EKC will share
9 bid responses with Staff and CURB.

10
11 f. EKC will evaluate the possibility of repurposing the unused space at
12 Lawrence Energy Center and other generation sites as an interconnection
13 location for a battery storage unit and develop cost estimates for such a
14 project to be analyzed as part of the 2026 IRP. EKC agrees to allow its IRP
15 model the option to add battery storage to the sites of existing thermal, wind
16 and solar projects.

17
18 g. EKC commits to evaluating investments in distributed resources,
19 including community-based solar and storage systems and energy
20 efficiency, as part of its generation portfolio, continuing throughout the time
21 period when EKC is proposing and constructing new generation. In
22 particular, EKC will conduct a EKC and EKM Demand Side Management
23 (DSM) potential study before October 31, 2026, and study multiple and
24 higher levels of DSM in its next IRP, as part of an alternative resource plan.
25 EKC also agrees to work with Johnson County, the City of Lawrence and
26 other interested parties in developing a strategy to scale up community-
27 based solar and storage systems, as well as targeted energy efficiency
28 programs for public buildings and new construction and report back to the
29 KCC as part of its next general rate case following completion of the study.
30 Costs for the DSM potential study will be recovered through the DSM rider
31 for each EKC and EKM.

32
33 h. EKC has proposed the Alternative Energy Credits rider as part of its
34 LLPS tariff filing, which would provide customers the option to purchase
35 carbon free attributes from EKC's Wolf Creek nuclear facility. EKC
36 commits to hold stakeholder discussions around further development of a
37 "24-hours-a-day, seven-days-a-week, carbon-free electricity tariff," and
38 report back to the KCC as part of its next general rate case following the
39 stakeholder meeting.

i. EKC currently considers battery storage as an option as part of its IRP process and will continue to do so in future IRPs including the use of surplus interconnection.

The Natural Gas Agreement also contains several Miscellaneous Provisions beginning on page 12 of the document that are common to Settlement Agreements filed at the Commission.

Q. Please provide an overview of the terms of the Solar Agreement.

A. The Solar Agreement provides the following:

1. With respect to EKC's proposal to add the 159 MW Kansas Sky Solar Generating Facility to its generating fleet, the Commission should find:
 - a. That EKC's proposal to construct and own 159 MW of solar generation, as described in the Petition, is prudent;
 - b. That EKC is authorized to take all steps necessary to effectuate the transfer of the generating assets to EKC;
 - c. That EKC's construction and ownership of the Kansas Sky solar facility proposed in this Petition is consistent with EKC's most recent preferred plan and resource acquisition strategy;
 - d. That the definitive cost estimate for the Kansas Sky solar facility should be established as **[REDACTED]** (excluding AFUDC);
 - e. That, in lieu of including the solar generating facility in rate base, a levelized revenue requirement of the solar facility with an amount of [REDACTED] ** be included in EKC's total revenue requirement in the Company's next general rate case following the date the solar generating facility is placed in service, consistent with the provisions of (i)-(k) below. This levelized revenue requirement for the Kansas Sky generating plant to be fixed for the first thirty years of the life of the generation site, at the end of which, the levelized revenue requirement will be reevaluated;

- 1 f. That if EKC wishes to recover any maintenance capital expenditures, EKC
2 shall identify and support those investments via written testimony in a
3 future rate case;
4
- 5 g. That EKC be permitted to defer and recover as a regulatory asset over the
6 remaining life of the Kansas Sky generating plant the pretax rate of return,
7 depreciation expense, and actual operating and maintenance expense, offset
8 by the value of the production tax credits, incurred between the time the
9 Kansas Sky plant is placed in service and the effective date of rates that
10 include the levelized revenue requirement. Recovery of the regulatory asset
11 to begin with the general rate case that coincides with the inclusion of the
12 levelized revenue requirement in rates and recovered over the life of the
13 plant. To the extent the regulatory asset needs trued-up, the updated balance
14 will be addressed in the following general rate case;
15
- 16 h. That, in the event of changes in law or regulations, or the occurrence of
17 events outside the control of EKC that result in a material adverse impact to
18 EKC with respect to recovery of the Kansas Sky revenue requirement, EKC,
19 as applicable, be permitted to file an application with the Commission
20 proposing methods to address the impact of the events. The other Signatory
21 Parties shall have the right to contest any such application, including
22 whether the impact of the change or event is material to EKC, and whether
23 the proposed remedy in the application is reasonable;
24
- 25 i. That amounts spent in excess of the definitive cost estimate(s) will be
26 subject to prudence review. EKC should bear the burden of proof to show
27 that any amount it incurs in excess of these DCEs, for instance, impacts
28 from legislative or executive actions including tariffs on project costs, is
29 prudently incurred and is just and reasonable to recover from ratepayers;
30
- 31 j. That EKC shall update the Kansas Sky Solar levelized cost amount in the
32 first rate case after the facility goes into service, to account for necessary
33 updates once they are known, subject to the revised DCE of [REDACTED]
34 [REDACTED]**, or a prudency evaluation for costs incurred in excess of the DCE;
35
- 36 k. That EKC should be required to make a compliance filing with the
37 Commission justifying the economics and prudency of continuing forward
38 with the Kansas Sky Solar facility, or informing the Commission that it will
39 abandon the project and addressing resolution of customer impacts of the

1 costs of abandonment if provisions of the IRA applicable to Kansas Sky are
2 substantially revised or repealed prior to the start of construction on the
3 Kansas Sky Solar facility.

- 4
- 5 1. EKC will work with Staff to provide the reporting information required
6 under K.S.A. 66-128f and to develop recurrent monthly project status
7 reporting including impacts from legislative or executive actions including
8 tariffs and any other cost and project milestone updates. Such reports will
9 be filed in a compliance docket.

10

11 The Solar Agreement also contains several Miscellaneous Provisions
12 beginning on page 6 of the document that are common to Settlement Agreements
13 filed at the Commission.

14 **IV. Commission Standards for Approving Settlement Agreements**

15

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

18 A. Yes. The Commission's Order in Docket No. 08-ATMG-280-RTS (08-280
19 Docket) discusses five factors, or standards, and multiple agreements have been
20 reviewed by the Commission using the five factors since that Order.⁵

21 **Q. What standards does the Commission generally examine when evaluating a**
22 **non-unanimous settlement agreement?**

23 A. The Commission may accept a non-unanimous settlement agreement as long as:
24 1. There was an opportunity for the opposing party to be heard on their reasons for
25 opposition to the settlement agreement;

⁵ See Order Approving Contested Settlement Agreement, 08-280 Docket, p. 5 (May 5, 2008).

- 1 2. The settlement agreement is supported by substantial competent evidence in the
2 record as a whole;
- 3 3. The settlement agreement conforms to applicable law;
- 4 4. The settlement agreement results in just and reasonable rates; and
- 5 5. The settlement agreement is in the public interest, including the interest of
6 customers represented by the parties not consenting to the agreement.

7 **Q. What standards does the Commission generally examine when evaluating a**
8 **unanimous settlement agreement?**

9 A. When evaluating a unanimous settlement agreement, the Commission has clarified
10 that parties do not need to evaluate factors one and three from the 08-280 Docket.⁶
11 Accordingly, I will address all five factors when discussing the Non-Unanimous
12 Natural Gas Agreement, and I will focus on factors two, four, and five when
13 discussing the Unanimous Solar Agreement.

14 **V. Support for the Settlement Agreements**

15
16 **Q. Please address whether there was an opportunity for opposing parties to be**
17 **heard on their reasons for opposing the Natural Gas Agreement.**

18 A. There was ample opportunity for extensive vetting of all issues in this matter
19 through data requests and information sharing. Discovery efforts were significant
20 in this Docket. Everygy responded to well over 100 data requests from the parties
21 in the case, 62 from Staff alone. Representatives from all parties participated in all

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

1 day settlement conference in this Docket on April 9, 2025, with follow up meetings
2 and email exchanges for several days after. During these communications, all
3 Parties were afforded an opportunity to raise issues, ask questions, challenge
4 assumptions, exchange information, and engage in vigorous policy debates and
5 negotiations. Many concessions and compromises were made by participants
6 throughout these negotiations.

7 On April 16, 2025, both Agreements were filed with the Commission. The
8 Procedural Schedule calls for testimony in support or opposition to be filed with
9 the Commission on April 17, 2025. Additionally, the Commission is scheduled to
10 have an evidentiary hearing on this matter from April 21, 2025, through April 23,
11 2025. Following the evidentiary hearing, all Parties will have an opportunity to
12 file a brief in support of their position. As such, all Parties have had, and continue
13 to have an opportunity to be heard with respect to their support or opposition to the
14 terms of the Agreements. It should be abundantly clear to the Commission that the
15 parties that oppose the Natural Gas Agreement have had, and will continue to have,
16 an opportunity to be heard in this matter.

17 **Q. Please address whether the Agreements are supported by substantial**
18 **competent evidence.**

19 A. The Agreements are supported by substantial competent evidence in the record as
20 a whole. Evergy witnesses Ives, Humphrey, VandeVelde, Olson, Carlson, Grace,
21 Onnen, and Klote filed Direct Testimony explaining and supporting Evergy's
22 position with regard to the Natural Gas CCGTs and the Solar Facility. Evergy
23 witnesses Ives, Humphrey, Olson, and VandeVelde also filed Supplemental Direct

1 Testimony on February 14, 2025. Staff performed its own independent review of
2 Evergy's predetermination petition and both Paul Owings and myself filed Direct
3 Testimony in this Docket on March 14, 2025. Additionally, twelve other witnesses,
4 representing dozens of individual intervenors filed Direct Testimony on March 14,
5 2025. My Cross-Answering testimony was filed on March 21, 2025. Michael
6 Gorman, Nick Jones, and Dorothy Barnett on behalf of intervenors also filed Cross-
7 Answering Testimony. Finally, Evergy witnesses VandeVelde, Carlson,
8 Humphrey, Ives and Klote filed Rebuttal Testimony on April 4, 2025. My
9 understanding is that Evergy will also file testimony in support of the Agreements
10 and several of the parties will likely file testimony in opposition to the Natural Gas
11 Agreement providing why each party believes the Commission should accept or
12 reject the Agreements. Additionally, the Commission will have the opportunity to
13 question these witnesses if desired in a full evidentiary hearing. I believe there is,
14 ample evidence in the record to support approval of both Agreements.

15 **Q. How was the levelized revenue requirement of ** [REDACTED] ** for the**
16 **Kansas Sky Solar facility calculated?**

17 A. The ** [REDACTED] ** levelized revenue requirement is calculated in the same
18 fashion as I recommended in my Direct Testimony, as updated to reflect the agreed-
19 upon Definitive Cost Estimate of the Kansas Sky Solar facility of [REDACTED]
20 [REDACTED] ** (excluding AFUDC). This calculation does not include maintenance
21 capital expenditures, and it reflects the most recent estimated capacity factor for the
22 Solar Facility. Confidential Exhibit JTG-1 attached to this testimony contains the

1 modeling support for the calculation of the levelized revenue requirement
2 calculation.

3 **Q. Does the Settlement Agreement conform to applicable law?**

4 A. While I am not an attorney, I have been advised by counsel that the Agreement does
5 conform to applicable law including specifically the requirements of K.S.A. 66-
6 1239 pertaining to a petition for predetermination as Evergy has filed in this
7 Docket. Any questions about the legality of the Agreement, or Staff's lawfully
8 authorized role in entering into a Settlement Agreement, can be addressed by Staff
9 Counsel at the Evidentiary Hearing set for April 21, 2025, or through Staff's Reply
10 Brief which is scheduled to be filed on May 28, 2025.

11 **Q. Will the Agreements result in just and reasonable rates?**

12 A. Yes. While the Agreements do not change rates right now, they do set forth a path
13 for Evergy to charge customers a 'return on' accumulated Construction Work in
14 Progress (CWIP) investment amounts for the Natural Gas Plants, through a semi-
15 annually adjusted surcharge on customer bills. This surcharge will begin no sooner
16 than 365 days from the beginning of construction for the Natural Gas Plants as
17 authorized by K.S.A 66-1239. Additionally, in the first general rate case after the
18 Solar Facility goes in service, Evergy will recover a fixed levelized revenue
19 requirement from customers for the first 30 years of the Solar Facility's life.

20 Evergy witness Ron Klote's Direct Testimony estimates that the rate impact
21 of the Natural Gas Plant surcharge will range from .58% to 3.82% during the period
22 the CCGTs are being constructed, culminating in a total increase to rates of 4.3%
23 for each plant in the first rate case after the plants go into service. This represents

1 a total 8.6% increase in rates for the Viola and McNew CCGT facilities once both
2 facilities are in service by 2030. Mr. Klote points out that these rate increase
3 calculations do not account for any potential load growth or other intervening
4 factors that may affect rates between now and 2030. Lastly, Mr. Klote estimates
5 that the Kansas Sky Solar facility will increase rates by .70% in the first rate case
6 after the facility goes into service, which is currently expected to be before the
7 Summer of 2027. Staff has reviewed and verified these estimates as reasonable and
8 accurate.

9 While no rate increase is ever welcome for customers, Evergy's resource
10 plan was selected in the 2024 IRP Docket and through the updated capacity
11 expansion modeling provided in this Docket because it is a low-cost plan that
12 performs well (results in lower costs) under a variety of highly uncertain futures.
13 This includes scenarios selected to evaluate high and low natural gas prices, high
14 and low constraints on carbon dioxide emissions, and high and low construction
15 prices. For additional support of the efficiency of the decision to add the Natural
16 Gas Plants to Evergy's resource portfolio, please see sections VII.A.3, VII.A.4, and
17 VII.A.5 of my Direct Testimony. For additional support of the efficiency of the
18 decision to add the Solar Facility to Evergy's resource portfolio, please see sections
19 VIII and X of my Direct Testimony.

20 When considering the impact that these rate increases will have on
21 customers, it is important to consider the fact that Evergy's resource plan will
22 enhance the reliability of electric service for its customers, as discussed at length in
23 my Direct Testimony. This will better enable Evergy to provide efficient and

1 sufficient service to current customers, as well as to support the State’s economic
2 development efforts to serve new customers. While this resource plan will
3 undoubtedly produce rate increases that will be unwelcome by many customers,
4 my hope is that customers will realize and understand that these rate increases are
5 not without benefits to them, to our State and to the reliability of their electric
6 service. During times when electricity is needed the most in Kansas, like during
7 times of prolonged extreme heat or cold as experienced several times in just the
8 past five years, the generating resources presented here will help Evergy provide
9 electric service that is absolutely essential to air conditioning or heating in order to
10 keep customers comfortable and safe in their homes.

11 Staff contends this Agreement will contribute to rates that fall within the
12 “zone of reasonableness” described by the Kansas courts in which the result is
13 balanced between the interests of investors versus ratepayers, present versus future
14 ratepayers, and is in the public interest generally. This is supported by the 2024
15 IRP modeling work that selected this resource plan, the updated capacity expansion
16 modeling provided in this Docket, and the Direct Testimony and Cross-Answering
17 Testimony I filed in this Docket.

18 The fact that several parties in this case with diverse and often competing
19 interests, have found common ground for resolving their respective issues, strongly
20 supports Staff’s contention that the Agreement in this case will contribute to just
21 and reasonable rates that are in the public interest.

1 **Q. How would you respond to the assertion that Evergy should wait 6 months or**
2 **a year before moving forward with the resource plans contained in the**
3 **Agreements because by then there will be more certainty on tariffs, or load**
4 **growth prospects, or natural gas prices, or environmental policy, or**
5 **technological innovation, or some other area of uncertainty?**

6 **A.** My response to that assertion would be that there is no guarantee that we will have
7 more long-term certainty about these issues six months or a year from now than we
8 have right now. The utility industry has been characterized by seemingly ever-
9 increasing amounts of complexity and uncertainty for the last several years now.
10 In recent years I often hear long-tenured industry professionals opine, as I have
11 opined myself, that each passing year brings with it even more complexity and
12 uncertainty. If we waited for complete certainty before making resource planning
13 decisions, we would be constantly spinning our wheels and reevaluating, but we
14 would not be addressing the significant energy challenges facing our state today. I
15 contend that the legislature crafted the predetermination process in K.S.A. 66-1239
16 precisely for uncertain times like this, which is to require that a utility's resource
17 planning decisions be made by the utility and judged by the Commission based on
18 the best information available at the time.

19 Additionally, Section 5.k of the Natural Gas Agreement contains an explicit
20 requirement for Evergy to make a filing with the Commission justifying the
21 economics and prudence of moving forward with the Natural Gas Plants in the
22 event that EKC becomes aware of any information that leads it to reasonably
23 believe that actual project costs are expected to exceed 115% of the Definitive Cost

1 Estimate. Substantial time and thought went into developing a regulatory process
2 for the Commission to evaluate the reasonableness of continuing to construct the
3 Natural Gas Plants, or abandoning the plants in whole or in part, in the event of
4 significant cost overruns. Identifying up front what this regulatory process would
5 look like in the unfortunate event that significant cost overruns occur, is a
6 significant benefit that results from the Natural Gas Agreement.

7 **Q. How would you respond to the criticism that Evergy is just locking in the price**
8 **for natural gas turbines at the peak of the market, and that we should wait 6**
9 **months or a year in the hopes that the gas turbine market softens, and natural**
10 **gas turbine prices come down?**

11 A. I am not aware of any credible evidence that suggests that the pricing for natural
12 gas turbines is going down anytime soon in this country. For that to happen, we
13 would either need to enter a severe recession, thereby impacting the demand for
14 natural gas turbines—or there would have to be some technological advancement
15 of more favorable tax policy that would make alternatives to natural gas fired
16 generation much more widely available and cost effective than they are today.

17 Consider that as of April 14, 2025, there was 26,347 MWs of natural gas
18 fired generation in the SPP Generation Interconnection (GI) Queue waiting to be
19 studied to interconnect to the transmission system.⁷ The first 11,760 MWs of that
20 generation has an expected Commercial Operation Date (COD) before January 1,
21 2030, which includes the Viola and McNew facilities. 14,587 MWs of that capacity

⁷ See Staff Exhibit JTG-2 for a list of the thermal generators in the SPP GI queue as of April 14, 2025. 828 MW entered the queue in 2022. 3,493 MW entered the queue in 2023. 20,674 MW, including both the Viola and McNew facility, entered the queue in 2024.

1 has a projected COD later than January 1, 2030. What this tells me is that there is
2 no shortage of utilities in SPP that want to build natural gas-fired generation right
3 now. It also tells me that it is not likely that a six month or one year delay is likely
4 to result in a reduction of the demand for natural gas turbines or somehow result in
5 a decline in the price of building a natural gas turbine from today's levels. It would
6 be far more likely, in my opinion, that a six month or one year delay would result
7 in even higher prices to construct these natural gas turbines.

8 **Q. Does Staff contend the results of the Agreements are in the public interest?**

9 A. Yes. There were multiple interests represented by the Signatories involved in the
10 negotiations. Eleven parties agreed to the Non-Unanimous Gas Agreement, and 34
11 parties agreed to the Unanimous Solar Agreement. These parties represent varied
12 interests from all areas of the utility stakeholder community in Kansas. Our
13 position in this Docket, and in settlement negotiations, is an attempt to balance each
14 of those varied interests while representing the interests of the public generally. The
15 fact that 11 of these parties were able to collaborate and present a non-unanimous
16 resolution of the Natural Gas Agreement, and 34 parties in the case were able to
17 submit a Unanimous Solar Agreement in this case is significant evidence that the
18 public interest standard has been met.

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

- 1 • K.S.A. 66-1239 contemplates that the analysis of Evergy’s investment plan
2 will consider, in part, consistency with Evergy’s most recent preferred plan
3 and resource acquisition strategy. Evergy’s plan to acquire a 50% portion
4 of the Viola plant, a 50% portion of the McNew plant, and 100% of the
5 Kansas Sky solar facility, is consistent with Evergy’s most recent preferred
6 plan and resource acquisition strategy, as contained within Evergy’s 2024
7 IRP filing, and as updated through the modeling and analysis presented by
8 Evergy witnesses in this Docket;
- 9 • K.S.A. 66-1239 contemplates that the analysis of Evergy’s investment plan
10 will consider, in part, if Evergy issued a request for proposal from a wide
11 audience of participants willing and able to meet the needs identified under
12 its preferred plan. Evergy has solicited several RFPs from a wide audience
13 of participants willing and able to meet the needs identified under its
14 preferred plan. Evergy has utilized a competitive bidding process to select
15 the Owner’s Engineer, the Engineer Procure Construct contractor, the
16 Power Island Equipment contractor and the Generator Step-Up
17 transformers for the CCGTs. Evergy also utilized a competitive process to
18 select the EPC contractor and solar module supplier for the Solar project;
- 19 • K.S.A. 66-1239 contemplates that the analysis of Evergy’s investment plan
20 will consider, in part, if Evergy’s investment plan is reasonable, reliable,
21 and efficient. Evergy’s investment plan, consisting of the 50% ownership
22 of each CCGT and the 100% ownership of the Solar facility, is reasonable,
23 reliable and efficient;

- 1 • The Natural Gas Agreement is responsive to the Energy Policy signals
2 provided by the Kansas Legislature and the Governor, as expressed through
3 the passage of House Bill 2527, in which new natural gas-fired generation
4 was the only generation type to be allowed to be recovered from customers
5 via a new surcharge on customer bills;
- 6 • The resource plan contained within the Agreements helps Evergy respond
7 to increasingly tighter Resource Adequacy standards being enacted by the
8 SPP, including recent increases in the Planning Reserve Margin, the
9 implementation of Performance Based Accreditation and Fuel Assurance
10 for conventional generators, and the implementation of Effective Load
11 Carrying Capability (ELCC) for renewable generators;
- 12 • The CCGTs will add highly flexible, dispatchable generation to the system,
13 which offers critical reliability services for customers, like the ability to
14 ramp up and down quickly when needed. Regional reliability organizations
15 like the Midwest Reliability Organization and SPP have explicitly
16 recognized the critical role that natural gas fired generation serves to
17 maintain the reliability of today's power grid. The National Electric
18 Reliability Corporation has also recognized the critical importance of
19 natural gas fired generation for winter reliability, most recently in its
20 2024/2025 Winter Reliability Assessment;
- 21 • These CCGTs are being built to withstand winter temperatures as low as
22 minus 15 Fahrenheit and they will be served by firm natural gas
23 transportation contracts;

- 1 • These CCGTs are highly efficient, in terms of the ability to generate one
2 megawatt hour (MWh) of electricity per million British Thermal Units
3 (MMBtus). These CCGTs will be able to generate one MWh of electricity
4 with just **[REDACTED]** MMBtus of natural gas, an efficiency gain of **[REDACTED]**
5 from the least efficient gas unit in the fleet. This means that during periods
6 of relative scarcity of natural gas, as was experienced during Winter Storm
7 Uri, these CCGTs will be able to produce electricity by burning
8 approximately *half* of the fuel required from the least efficient unit in
9 Evergy's fleet. That level of efficiency will improve the reliability of the
10 entire interconnected gas and electric system in Kansas.
- 11 • The proposed CCGTs are approximately 40% more efficient than the
12 average natural gas unit in Evergy's fleet. The low heat rate of these units
13 acts to insulate customers from price spikes in natural gas, because the units
14 use less of the commodity to produce electricity;
- 15 • The CCGTs will be very efficient from a carbon dioxide emissions
16 perspective. The CCGTs will be capable of operating with a CO2 emissions
17 level of 800 pounds of CO2 per MWh. That level of carbon emissions
18 reflects a 61% reduction from the average coal-fired generation unit in
19 EKC's fleet today and a 53% reduction from the average natural gas CT in
20 EKC's fleet today;
- 21 • Evergy's IRP has supported the addition of near-term solar since 2021.
22 Evergy's 2021 IRP called for 350 MW of solar by 2023. The 2022 IRP

1 called for 190 MW of solar by 2024, and the 2023 IRP called for 150 MW
2 of solar by 2027. Evergy's 2024 IRP supported the 2027 solar build in every
3 scenario studied, even in scenario AFAD, which was specifically optimized
4 for a future with little carbon constraints, and which did not allow any coal
5 retirements other than the conversion of Lawrence 5 to natural gas, and the
6 retirement of Lawrence 4 in 2028. When Evergy created a scenario to force
7 the model not to choose 150 MW of solar in 2027, the result was an increase
8 in costs of \$59 million in Net Present Value Revenue Requirements
9 (NPVRR);

- 10 • The addition of this solar farm, while small compared to the overall
11 generation portfolio of EKC, will improve the diversification of Evergy's
12 generation mix and provide a hedge against higher natural gas and
13 wholesale market prices. Because the Solar resource is located close to
14 Evergy's load, the SPP IM revenue profile of the Solar facility is expected
15 to be better correlated to Evergy's cost to serve load in the SPP IM than the
16 wind generation sites in Evergy's footprint;

- 17 • There is very little utility scale solar in SPP today, just 986 MW as of
18 January 1, 2025. Accordingly, the reliability value of adding additional
19 solar into SPP right now is very high, and it is anticipated that these assets
20 will receive high summer ELCC accreditation percentages (65-70%) when
21 they are installed;

- 22 • While adding solar to Evergy's generation profile does not support summer

1 reliability in the same fashion that dispatchable generation does, it does
2 have reliability benefits and will help improve reliability for EKC's
3 customers once it enters service. Utility scale solar is naturally summer peak
4 correlated, and it tends to have an offsetting generation profile to that of
5 wind generation assets. In other words, many times when wind is dying
6 down in the morning hours, solar resources are ramping up. Accordingly,
7 the addition of solar to the grid can cut down on the ramping requirements
8 of conventional generators on the system, when wind suddenly dries up on
9 the hottest days of the summer;

- 10 • While solar generation does not contribute to the winter capacity needs of
11 EKC or SPP in the same fashion as a dispatchable generator can, it does
12 provide reliability benefits during the winter, especially coming from a
13 place of having almost no solar on the system. This is especially true on
14 extremely cold mornings, in which the absence of cloud cover allows the
15 surface temperatures to cool significantly;
- 16 • In settlement negotiations, each of the Signatories represented their
17 respective interests by putting time, thought, and professional analysis into
18 deriving a settlement position it found reasonable;
- 19 • The Agreements were based on the record and are a reasonable compromise
20 among the Signatories based on each party's own analysis of a reasonable
21 outcome; and
- 22 • If the Solar Agreement is approved, the Signatories would avoid the costly
23 and time-consuming process of a fully litigated hearing on that issue in the

1 Docket. The Non-Unanimous Natural Gas Agreement will lessen the
2 complexity and expense of the Evidentiary Hearing in this Docket. It is in
3 the public interest to avoid these costs if possible and the Agreements
4 accomplish this result.

5 **Q. Should the Commission accept the Agreements as reasonable resolutions of**
6 **the issues in this Docket?**

7 A. Yes, the Agreements represents a reasonable resolution of the issues in this
8 Docket, will aid in the creation of just and reasonable rates, are in the public
9 interest, and are supported by substantial competent evidence in the record.

10 **Q. Does this conclude your testimony?**

11 A. Yes, thank you.

12

Last Updated On

Staff Exhibit JTG-2

Generation Interconnection Number	Current Cluster	Cluster Group	Nearest Town or County	State	TO at POI	In-Service Date	Commercial Operation Date	Cessation Date	Capacity	Generation Type	Fuel Type	Request Received	Date Withdrawn	Status
GEN-2023-SR1	Surplus	02 NEBRASKA	Brown	NE	NPPD	10/1/2005	6/21/2024		21.9	Thermal		12/5/2022		IA FULLY EXECUTED/ON SCHEDULE
GEN-2022-009	DISIS-2022-001	01 NORTH	Williams	ND	BEPC	7/1/2023	3/1/2025		125	Thermal		5/26/2022		DISIS STAGE
GEN-2022-147	DISIS-2022-001	05 SOUTHWEST	Hale	TX	SPS	2/27/2024	4/15/2025		203	Thermal	CTG	2/21/2023		DISIS STAGE
GEN-2022-010	DISIS-2022-001	01 NORTH	Williams	ND	BEPC	7/1/2023	6/1/2025		250	Thermal		5/26/2022		DISIS STAGE
GEN-2022-083	DISIS-2022-001	01 NORTH	Williams	ND	BEPC	6/1/2025	8/15/2025		250	Thermal	CTG	10/21/2022		DISIS STAGE
GEN-2024-292	DISIS-2024-001	04 SOUTHEAST	Oklahoma	OK	OGE	10/24/2025	10/24/2025		186	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-003	DISIS-2024-001	04 SOUTHEAST	Franklin	AR	AECG	9/12/2025	11/7/2025		102.2	Thermal	CT	4/25/2024		DISIS STAGE
GEN-2023-GR1	Replacement	04 SOUTHEAST	Anadarko	OK	WPEC		12/1/2025	11/30/2025	97.488	Thermal	Gas	1/9/2023		IA FULLY EXECUTED/ON SCHEDULE
GEN-2023-GR2	Replacement	04 SOUTHEAST	Oklahoma City	OK	OG&E		5/1/2026	4/1/2026	94.242	Thermal	Gas	2/17/2023		IA FULLY EXECUTED/ON SCHEDULE
GEN-2024-GR4	Replacement	03 CENTRAL	Riverton	KS	EDE		6/30/2026	3/15/2026	31	Thermal		7/25/2024		None
GEN-2024-206	DISIS-2024-001	03 CENTRAL	Missouri	MO	INDN	5/1/2026	7/1/2026		226.3	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-GR1	Replacement	04 SOUTHEAST	Harrah	OK	OG&E		12/31/2026	12/31/2026	492	Thermal	CTG	1/8/2024		IA PENDING
GEN-2024-088	DISIS-2024-001	03 CENTRAL	Greene	MO	SPRM	12/18/2026	1/1/2027		145	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2023-183	DISIS-2023-001	05 SOUTHWEST	Hale	TX	SPS	3/31/2027	2/28/2027		217	Thermal	CTG	10/2/2023		DISIS STAGE
GEN-2024-126	DISIS-2024-001	03 CENTRAL	Caddo	LA	AEP	11/1/2026	4/1/2027		32.67	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2023-225	DISIS-2023-001	02 NEBRASKA	Lancaster	NE	NPPD	3/1/2027	6/1/2027		217	Thermal	RICE	10/2/2023		DISIS STAGE
GEN-2023-224	DISIS-2023-001	02 NEBRASKA	Lancaster	NE	NPPD	3/1/2027	6/1/2027		478	Thermal	CTG	10/2/2023		DISIS STAGE
GEN-2023-223	DISIS-2023-001	02 NEBRASKA	Gage	NE	NPPD	3/1/2027	6/1/2027		239	Thermal	CTG	10/2/2023		DISIS STAGE
GEN-2023-222	DISIS-2023-001	02 NEBRASKA	Gage	NE	NPPD	3/1/2027	6/1/2027		478	Thermal	CTG	10/2/2023		DISIS STAGE
GEN-2022-GR1	Replacement	04 SOUTHEAST	Hallsville	TX	AEP	3/30/2026	12/15/2027	3/31/2023	513	Thermal	Gas	3/23/2022		IA FULLY EXECUTED/ON SCHEDULE
GEN-2023-078	DISIS-2023-001	02 NEBRASKA	Cass	NE	OPPD	7/1/2027	2/1/2028		255	Thermal	Gas Turbine	10/2/2023		DISIS STAGE
GEN-2023-077	DISIS-2023-001	02 NEBRASKA	Cass	NE	OPPD	7/1/2027	2/1/2028		255	Thermal	Gas Turbine	10/2/2023		DISIS STAGE
GEN-2023-062	DISIS-2023-001	01 NORTH	Williams	ND	LYREC	4/30/2028	7/31/2028		98	Thermal	Steam	10/2/2023		DISIS STAGE
GEN-2023-204	DISIS-2023-001	04 SOUTHEAST	Morris	TX	AEP	4/1/2028	12/1/2028		953	Thermal	CTG	10/2/2023		DISIS STAGE
GEN-2024-012	DISIS-2024-001	04 SOUTHEAST	Oklahoma	OK	OG&E	4/1/2028	1/1/2029		495.6	Thermal	Gas	8/2/2024		DISIS STAGE
GEN-2024-026	DISIS-2024-001	03 CENTRAL	Sumner	KS	WERE	1/6/2028	1/1/2029		721.1	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-079	DISIS-2023-001	02 NEBRASKA	Cass	NE	OPPD	7/1/2028	2/1/2029		303	Thermal	Gas Turbine	10/2/2023		DISIS STAGE
GEN-2024-081	DISIS-2024-001	01 NORTH	Williams	ND	BEPC	4/1/2028	2/1/2029		745	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-323	DISIS-2024-001	04 SOUTHEAST	Choctaw	OK	WPEC	1/2/2029	5/1/2029		356.8	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-334	DISIS-2024-001	04 SOUTHEAST	Kay	OK	OGE	3/1/2029	6/1/2029		124	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-207	DISIS-2024-001	03 CENTRAL	Missouri	MO	INDN	5/1/2029	7/1/2029		778.6	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-087	DISIS-2024-001	04 SOUTHEAST	Rogers	OK	AEP	11/1/2029	12/15/2029		510	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-013	DISIS-2024-001	04 SOUTHEAST	McClain	OK	OG&E	4/1/2029	1/1/2030		495.6	Thermal	CT	8/2/2024		DISIS STAGE
GEN-2024-028	DISIS-2024-001	03 CENTRAL	Nodaway	MO	WERE	6/1/2029	1/1/2030		450.6	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-027	DISIS-2024-001	03 CENTRAL	Reno	KS	WERE	6/1/2029	1/1/2030		717.8	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-082	DISIS-2024-001	01 NORTH	Williams	ND	BEPC	5/1/2029	3/1/2030		745	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-321	DISIS-2024-001	04 SOUTHEAST	Seminole	OK	OGE	3/22/2029	4/30/2030		493	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-247	DISIS-2024-001	04 SOUTHEAST	Payne	OK	GRDA	9/1/2029	5/1/2030		442.94	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-343	DISIS-2024-001	04 SOUTHEAST	Harrison	TX	AEP	12/1/2029	6/1/2030		470.5	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-023	DISIS-2024-001	02 NEBRASKA	Gage	NE	NPPD	9/30/2030	12/31/2030		270	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-022	DISIS-2024-001	02 NEBRASKA	Gage	NE	NPPD	9/30/2030	12/31/2030		390	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-021	DISIS-2024-001	02 NEBRASKA	Lancaster	NE	NPPD	9/30/2030	12/31/2030		540	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-020	DISIS-2024-001	02 NEBRASKA	Lancaster	NE	NPPD	9/30/2030	12/31/2030		390	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-019	DISIS-2024-001	02 NEBRASKA	Gage	NE	NPPD	9/30/2030	12/31/2030		62	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-018	DISIS-2024-001	02 NEBRASKA	Gage	NE	NPPD	9/30/2030	12/31/2030		31	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-017	DISIS-2024-001	02 NEBRASKA	Lancaster	NE	NPPD	9/30/2030	12/31/2030		62	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-129	DISIS-2024-001	03 CENTRAL	Labette	KS	Evergy	4/28/2030	12/31/2030		910	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-128	DISIS-2024-001	04 SOUTHEAST	Anadarko	OK	AEP	4/28/2030	12/31/2030		690	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-248	DISIS-2024-001	03 CENTRAL	Wilson	KS	Evergy	1/1/2031	1/1/2031		721.2	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-286	DISIS-2024-001	04 SOUTHEAST	La Flore	OK	OGE	8/1/2030	5/1/2031		136	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-047	DISIS-2024-001	03 CENTRAL	McPherson	KS	Evergy	1/1/2031	6/1/2031		123.73	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-132	DISIS-2024-001	04 SOUTHEAST	Milburn	OK	OGE	5/30/2030	6/30/2031		1300	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-127	DISIS-2024-001	05 SOUTHWEST	Texas	OK	SPS	5/30/2030	6/30/2031		1300	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-341	DISIS-2024-001	04 SOUTHEAST	Pittsburgh	OK	AEP	11/11/2030	11/10/2031		980	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-053	DISIS-2024-001	03 CENTRAL	Nodaway	MO	WERE	6/1/2031	1/1/2032		450.6	Thermal	Gas	10/30/2024		DISIS STAGE
GEN-2024-340	DISIS-2024-001	04 SOUTHEAST	Pittsburgh	OK	AEP	12/1/2030	1/1/2032		1400	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-249	DISIS-2024-001	03 CENTRAL	Pottawatomie	KS	Evergy	1/1/2031	1/1/2032		721.2	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-299	DISIS-2024-001	04 SOUTHEAST	Oklahoma	OK	OGE	8/1/2031	5/1/2032		744	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-293	DISIS-2024-001	04 SOUTHEAST	Oklahoma	OK	OGE	8/1/2032	5/1/2033		248	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-213	DISIS-2024-001	02 NEBRASKA	Cass	NE	OPPD	7/1/2034	2/1/2035		360	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-212	DISIS-2024-001	02 NEBRASKA	Cass	NE	OPPD	7/1/2034	2/1/2035		303	Thermal	Gas	3/1/2025		DISIS STAGE
GEN-2024-211	DISIS-2024-001	02 NEBRASKA	Cass	NE	OPPD	7/1/2034	2/1/2035		303	Thermal	Gas	3/1/2025		DISIS STAGE

Thermal Capacity in GI Queue Before (and including) these plants

11,760

Thermal Capacity in GI Queue After these plants

14,587

STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

VERIFICATION

Justin T. Grady, being duly sworn upon his oath deposes and states that he is Deputy 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 P. Grady
Deputy Director of the Utilities Division
State Corporation Commission of the
State of Kansas

Subscribed and sworn to before me this 10 day of April, 2025.

Notary Public

My Appointment Expires: 4/28/25



NOTARY PUBLIC - State of Kansas
ANN M. MURPHY
My Appt. Expires 4/28/25

CERTIFICATE OF SERVICE

25-EKCE-207-PRE

I, the undersigned, certify that a true copy of the attached Testimony has been served to the following by means of electronic service on April 17, 2025.

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