

BEFORE THE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION]
OF WESTAR ENERGY, INC.]
AND KANSAS GAS AND ELECTRIC] KCC Docket No. 15-WSEE-115-RTS
COMPANY TO MAKE CERTAIN CHANGES]
IN THEIR CHARGES FOR ELECTRIC SERVICE]

TESTIMONY IN SUPPORT OF STIPULATION AND AGREEMENT

ANDREA C. CRANE

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

August 11, 2015

1 **A. Introduction**

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

3 A. My name is Andrea C. Crane and my business address is PO Box 810, Georgetown,
4 CT 06829.

5
6 **Q. Did you previously file testimony in this proceeding?**

7 A. Yes, on July 9, 2015, I filed Direct Testimony on behalf of the Citizens' Utility
8 Ratepayer Board ("CURB"). My Direct Testimony presented CURB's recommended
9 revenue requirement for Westar Energy, Inc. ("Westar" or "Company") based on my
10 analysis of Westar's Application and supporting documentation.

11
12 **Q. Please summarize the recommendations contained in your Direct Testimony.**

13 A. In my Direct Testimony, I recommended that the Kansas Corporation Commission
14 ("KCC" or "Commission") approve a net revenue increase for Westar of
15 \$50,801,063. This recommendation reflected a base rate increase of \$149,663,162,
16 partially offset by a roll-in of surcharges related to the Environmental Cost Recovery
17 Rider ("ECRR") and Ad Valorem Tax Surcharge. My recommendations were based
18 on Westar's proposed capital structure and on a cost of equity of 8.85%, as
19 recommended by CURB witness Dr. J. Randall Woolridge.

20 In addition, I recommended that the Commission reject the accelerated
21 recovery mechanism proposed by Westar for the Electric Distribution Grid

1 Reliability “(EDGR”) Program. I also recommended that the KCC reject the
2 proposed Grid Security Cost Tracker at this time. I recommended that the KCC
3 reject the Company’s proposed change to the Economic Development Rider
4 (“EDR”), which would have required ratepayers to fund 100% of any rate discounts,
5 and reject a proposed tracking mechanism for these discounts. Finally, I
6 recommended that the Commission defer consideration of issues relating to Westar’s
7 proposals concerning certain renewable energy programs to a generic proceeding. I
8 noted that if the KCC decided to address proposals for new renewable energy
9 programs in this case, then it should ensure that participants in these programs are not
10 subsidized by other ratepayers.

11
12 **Q. Since your Direct Testimony was filed, have the parties engaged in settlement**
13 **discussions?**

14 A. Yes, the parties to this case have engaged in subsequent settlement discussions. As a
15 result, the parties have entered into a Stipulation and Agreement (“S&A”) that
16 resolves all the disputed issues in this case among the signatories.

17
18 **Q. Can you please summarize the revenue requirement terms of the S&A?**

19 A. The S&A provides for a net revenue increase of \$78 million. This revenue increase
20 reflects a total base rate revenue increase of \$185.1 million, offset by the following:¹

21

1 As shown in Appendix A to the S&A.

- 1 • The roll-in to base rates of \$64.428 million relating to balances at June 2015
- 2 in the Environmental Cost Recovery Rider (“ECRR”).
- 3 • The roll-in to base rates of \$41.115 million relating to the Ad Valorem Tax
- 4 Surcharge.
- 5 • Allocation of Interruptible Service Rider (“ISR”) credits of \$1.55 million.
- 6

7 The S&A does not specifically state a return on equity. However, it does

8 explicitly reflect the Company’s proposed capital structure, which had been adopted

9 by Staff and CURB, and a pre-tax rate of return of 10.926%.

10 The S&A provides for the true-up of rate case expenses, over and above those

11 included in Staff’s filed position, based on actual results at the end of this case. The

12 S&A also provides for an uncollectible adjustment of approximately \$86,700, based

13 on an uncollectible rate of 0.43% applied to the stated net increase of \$78 million.

14 While the S&A is based on a “black box” settlement and does not identify

15 each specific accounting adjustment that resulted in the \$78 million increase, it does

16 state that the S&A reflects an addition of \$5 million to the annual pension and OPEB

17 costs recommended by Staff witness Bill Baldry, and it explicitly adopts Staff’s

18 recommendation for the amount of annual funding of the nuclear decommissioning

19 trust fund.

20 The parties to the S&A also agreed that customers and shareholders would

21 share equally in any rate discounts relating to Westar’s EDR, and agreed that the

1 EDR Tracker proposed by Westar would not be implemented.

2

3 **Q. How is the issue of the retired analog meters handled in the S&A?**

4 A. The S&A permits Westar to establish a regulatory asset for unrecovered costs
5 associated with meters that are retired between October 28, 2015, and the Company's
6 next general base rate case. It provides for a five-year amortization of the regulatory
7 asset in the Company's next general rate case. The S&A explicitly excludes a return
8 on the regulatory asset.

9

10 **Q. What provisions are included in the S&A relating to riders and tracking**
11 **mechanisms?**

12 A. The S&A eliminates the ECRR and rolls these balances into base rates. As noted
13 above, the parties agreed that the EDR Tracker would not be implemented. The S&A
14 does provide for the establishment of a Security Tracker, which is similar to the
15 tracker that the parties recommended be approved in the recent Kansas City Power
16 and Light Company ("KCPL") case.

17 The S&A also identifies the amortization periods being used for
18 amortizations relating to rate case costs, several regulatory assets and liabilities, and
19 the pension tracker. It also identifies the amounts included in base rates for costs
20 subject to tracking mechanisms or surcharges.

21

1 **Q. Does the S&A provide for an Electric Distribution Grid Resiliency (“EDGR”)**
2 **Rider as proposed by Westar in its filing?**

3 A. No, it does not. However, the S&A does permit Westar to include up to \$50 million
4 of EDGR-type projects in rate base in an abbreviated case for projects completed
5 from October 28, 2015 through March 1, 2017. In the abbreviated case, none of the
6 increase relating to these grid resiliency projects will be allocated to the Large
7 General Service (“LGS”), Industrial and Large Power (“ILP”), Large Tire
8 Manufacturer (“LTM”), or Interruptible Service (“IS”) classes, or to the special
9 contracts customers.

10
11 **Q. How does the S&A resolve certain renewable energy issues raised in this case?**

12 A. The S&A recommends that the Commission approve the Wind Energy and Wind
13 Capacity programs, with certain modifications recommended by Staff and accepted
14 by the Company in its Rebuttal Testimony. The S&A also recommends that the
15 Commission approve the Solar Energy and Solar Capacity programs, again with
16 certain modifications recommended by Staff. The S&A states that Westar will not
17 implement its proposed Community Solar program at this time. Finally, the S&A
18 supports Westar’s proposal for a change in the RENEW tariff from \$1.00 per 100
19 KWh block to \$0.25 per 100 KWh block.

20

1 **Q. How does the S&A resolve the class cost of service and rate design issues in this**
2 **case?**

3 A. The S&A identifies the allocation of the \$78 million net revenue increase among
4 customer classes. The S&A provides for a monthly basic service charge of \$14.50
5 for residential customers and of \$16.50 for the Peak Management Rate. These
6 monthly fees will not be changed in the abbreviated case. The parties agreed on a
7 monthly basic service fee for small general service customers of \$22.50. The S&A
8 also specifies the allocation among rate classes for the incremental revenue
9 requirement resulting from the abbreviated case.

10 The S&A states that Westar will not implement its proposed Residential
11 Stability Plan and Residential Demand Plan.

12 The S&A recommends that Westar establish a new tariff, the Residential
13 Standard Distributed Generation Tariff, which will apply to customers who put
14 distributed generation into service after October 28, 2015. This new tariff would
15 initially have the same rates and rate structure of the current Standard Residential
16 Tariff, but customers will be notified that in the future the two tariffs may differ as to
17 both rates and rate structure. The parties agreed to participate in a generic docket to
18 examine issues relating to the proper recovery of costs from customers with
19 distributed generation.

20 The S&A eliminates the High Load Factor (“HLF”) rate schedule and
21 replaces it with two new rate classes – the LGS class and the ILP class. Westar also

1 agreed to continue discussions on a proposed multi-site rate for medium general
2 service customers and propose such a rate structure in the abbreviated rate case, if
3 appropriate. The parties also agreed that certain tariff changes proposed in the Direct
4 Testimony of Westar witness Mike Heim should be approved.

5
6 **Q. Does the S&A provide for an abbreviated rate case?**

7 A. Yes, it does. The S&A provides for an abbreviated case to update capital costs
8 associated with the La Cygne Environmental Upgrade Project and with certain Wolf
9 Creek projects. In addition, the abbreviated case can be used to reflect up to \$50
10 million in grid resiliency projects, as noted above. A pretax return of 10.926% will
11 be used to establish rates in the abbreviated rate case. As noted above, increases
12 relating to grid resiliency projects will not be allocated to the GLS, ILP, LTM, or IS
13 classes in the abbreviated case. Nor will such increases be allocated to special
14 contract customers.

15
16 **B. Reasonableness of the S&A**

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

19 A. Yes, I am. The KCC has adopted five guidelines for use in evaluating settlement
20 agreements. These include: (1) Has each party had an opportunity to be heard on its
21 reasons for opposing the settlement? (2) Is the agreement supported by substantial

1 evidence in the record as a whole? (3) Does the agreement conform to applicable
2 law? (4) Will the agreement result in just and reasonable rates? (5) Are the results of
3 the agreement in the public interest, including the interests of customers represented
4 by any party not consenting to the agreement?

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

9
10 **Q. Has each party had an opportunity to be heard on its reasons for opposing the**
11 **Partial Stipulation?**

12 A. Yes, they have. I participated personally in settlement negotiations in this case and
13 each party had a full and complete opportunity to be heard. The parties discussed
14 issues, resolved certain numerical discrepancies, and negotiated aggressively. All of
15 the parties eligible to participate in Phase I of the evidentiary hearing are signatories
16 to the agreement. At this time, I am not aware of any other party who opposes the
17 S&A.

18
19 **Q. Is the S&A supported by substantial evidence in the record as a whole?**

20 A. Yes, it is. The Company requested a net base revenue increase of \$152.03 million.
21 CURB recommended a base revenue increase of \$50.80 million and Staff

1 recommended an increase of \$55.03 million. Therefore, the proposed increase of \$78
2 million is within the range of the revenue recommendations submitted by both Staff
3 and CURB.

4 Although there is no stated return on equity in the S&A, the S&A is based on
5 an explicit pre-tax rate of return of 10.926%. Using the capital structure and cost of
6 debt reflected in Westar's filing, which was adopted by CURB witness Dr. J. Randall
7 Woolridge, the resulting return on equity would be 9.35%. Increasing CURB's
8 revenue requirement recommendation to reflect a 9.35% cost of equity would
9 increase our net revenue increase recommendation from \$50.80 million to \$72.31
10 million.

11 Of course, the S&A contains many components that differ from those
12 included in my Direct Testimony. For example, the S&A reflects certain adjustments
13 proposed by Staff that I did not include in my revenue requirement recommendation.
14 Some of these adjustments, e.g., Staff's pension and OBEP adjustment, decreased the
15 Company's revenue requirement while others, e.g., Staff's nuclear decommissioning
16 adjustment, increased Westar's revenue requirement. In addition, my Direct
17 Testimony reflected the roll-in to base rates of amounts included in the Company's
18 original filing, while the S&A was based on updated balances. Therefore, there were
19 many moving parts in our negotiations and it is difficult to provide an exact
20 reconciliation on an issue-by-issue basis. Nevertheless, the overall net impact to
21 ratepayers of \$78 million is within the range of recommendations made by the other

1 parties in this case. Moreover, it is relatively close to CURB’s recommended net
2 revenue increase, when adjusted to take into account the pre-tax return of 10.926%
3 specified in the S&A.

4 In addition, the allocation of the revenue increase among customer classes, as
5 shown in Appendix A, is within the range of outcomes indicated by the class cost of
6 service studies proposed by the parties and included in the record of this proceeding.
7 Approximately 52% of the net revenue increase of \$78 million is being allocated to
8 residential customers, resulting in a net revenue increase of 5.3%. While the specific
9 allocations were the result of negotiations and compromise, the revenue allocations
10 contained in the S&A appear reasonable based on the testimony of the parties.

11 Finally, the Residential and Small General Service (“SGS”) monthly service
12 charges reflected in the S&A are within the ranges proposed in this case. For
13 example, Staff and CURB advocated for a Residential monthly customer charge of
14 \$14.00. Westar proposed an initial Residential monthly charge of \$15.00 that would
15 be subject to an additional increase of \$3 per month, per year, through 2019. The
16 S&A reflects a Residential monthly customer charge of \$14.50, with no annual rate
17 adjustments.

18
19 **Q. Is there another issue in the S&A that you would like to address?**

20 **A.** The parties to the S&A agreed to participate in a generic docket to examine issues
21 relating to the proper recovery of costs from customers with distributed generation.

1 The S&A recommends that Westar establish a new tariff, the Residential Standard
2 Distributed Generation Tariff, which will apply to customers who put distributed
3 generation into service after October 28, 2015. This new tariff would initially have
4 the same rates and rate structure of the current Standard Residential Tariff, but
5 customers will be notified that, in the future, the two tariffs may differ as to both
6 rates and rate structure.

7 CURB believes that the issue of cost recovery for customers installing
8 distributed generation is an important one. While the parties have agreed to
9 participate in a generic docket to examine this issue, CURB believes that customers
10 installing distributed generation after the effective date of rates from this case should
11 receive notice that their rates and rate structure may change as a result of the generic
12 proceeding. There is no agreement, however, that rates or rate structure will change
13 as a result of the generic proceeding. Although no customer has reason to expect that
14 the current rates or rate structure will be effective indefinitely, because the current
15 distributed generation customers (roughly 300 customers, according to Westar) will
16 be “grandfathered” and their current rate structure will remain effective under the
17 agreement, it is reasonable to give notice to new distributed generation customers that
18 they may be subject to a different rate structure at some point in the future. The
19 establishment of a Residential Standard Distributed Generation Tariff for customers
20 who install distributed generation is one way that CURB can insure that new
21 distributed generation customers are aware of the possibility that their rates and rate

1 structure may deviate in the future from the Standard Residential Tariff.

2 Although all of the parties are signatories to this settlement agreement,
3 including the parties who were limited in participation to Phase II issues, the
4 settlement also includes a provision that allows those parties limited to Phase II
5 issues to place evidence on the record in this docket for the Commission to consider
6 should the Commission decide not to approve the agreement as filed. However, the
7 settlement contains the usual waiver of cross-examination of the signatories'
8 witnesses, other than cross-examination on Commission questions.

9

10 **Q. Will the S&A result in just and reasonable rates?**

11 A. Yes, the S&A will result in just and reasonable rates. The net revenue increase
12 reflected in the S&A is approximately 51% of the net revenue increase originally
13 requested by Westar. In addition, the proposed increase of \$78 million is only 8%
14 above CURB's recommended net revenue increase, as adjusted to reflect the pre-tax
15 cost of capital of 10.926% that CURB has agreed to support.

16 The S&A will also eliminate the ECRR, so that future costs for environmental
17 projects will be subject to the same scrutiny accorded other investments reviewed in a
18 base rate case proceeding. The S&A will permit Westar to spend up to \$50 million
19 on grid resiliency projects, but will delay recovery of those costs until they are in-
20 service and are approved in the abbreviated case. This limited recovery mechanism
21 allows Westar to make some needed improvements to its distribution system without

1 adding another line-item surcharge to customer bills.

2 In addition, the S&A results in monthly basic service charges that are well
3 below those requested by Westar. Moreover, the S&A insures that these monthly
4 basic service charges will not be increased as a result of the abbreviated case.

5 The S&A permits Westar to recover costs associated with meters that are
6 retired between October 28, 2015 and the effective date of rates in Westar's general
7 base rate case, but precludes Westar from earning a return on the regulatory asset.
8 Finally, the S&A provides that the costs of any EDR discounts are shared equally
9 between customers and shareholders and eliminates Westar's request for an EDR
10 tracker. Given the significant reduction in the net revenue increase and in the
11 monthly basic service charges requested by Westar, as well as these other provisions,
12 I believe that the S&A will result in just and reasonable rates.

13
14 **Q. Are the results of the S&A in the public interest, including the interests of**
15 **customers represented by any party not consenting to the agreement?**

16 **A.** Based on the following factors, I believe that the Commission can find that the S&A
17 is in the public interest. The S&A will result in a significant reduction from the net
18 revenue increase originally requested by Westar. It will also result in significantly
19 lower monthly customer service charges than those proposed by Westar. In addition,
20 the lower residential monthly customer service charges will remain in effect for
21 several years and cannot change until the Company's next general base rate case is

1 decided. This promotes the public interest in affordable electric service and provides
2 a bit of stability to at least one portion of customer bills. In addition, the S&A does
3 not include several Westar proposals that CURB believed were particularly
4 detrimental to ratepayers, such as the Residential Stability Plan and Residential
5 Demand Plan. Importantly, the S&A also reflects an authorized level of return on
6 investment that is significantly lower than the current authorized return, which
7 benefits customers and is consistent with current market conditions, but will still
8 allow Westar a fair opportunity to provide its shareholders a reasonable return on
9 their investment.

10 The S&A allows Westar to accelerate certain grid resiliency projects but
11 protects ratepayers from the negative consequences of paying for such investment
12 through any new rider. The S&A also allows Westar to recover the investment in
13 meters that will be retired after October 28, 2015 but precludes from the Company
14 from collecting carrying costs on the associated regulatory asset.

15 The S&A eliminates the current ECRR and provides for recovery of future
16 environmental investment through the traditional base rate case process. Removing
17 the line-item surcharge from customer bills promotes the principle that a utility
18 should be afforded an opportunity—not a guarantee—to recover its investments, and
19 also promotes prudence in spending on environmental projects. The S&A provides
20 that ratepayers and shareholders will share equally in EDR discounts, which protects
21 ratepayers from excessive costs and provides an incentive to the Company to ensure

1 that the level of discounts offered to customers is reasonable. It also avoids another
2 tracking mechanism, which the Company proposed for its EDC discounts.

3 The S&A also promotes renewable alternatives in that it permits Westar to
4 introduce several new wind and solar options. However, the S&A includes several
5 safeguards that will protect ratepayers who do not choose these options from
6 subsidizing other customers who choose to participate in these new programs.
7 Finally, the S&A provides for a generic proceeding to address certain issues
8 regarding cost recovery from customers who put distributed generation into service
9 after this rate case is decided

10 In summary, the S&A reflects a significantly lower revenue increase than the
11 increase proposed by Westar, reflects significantly lower monthly service charges
12 than those requested, eliminates the ECRR, rejects several new tracking mechanisms,
13 expands renewable options while protecting ratepayers from subsidizing such
14 programs, provides for recovery of additional investment in grid resiliency, promotes
15 meter replacement, and contemplates opening a forum for additional review of
16 certain issues. While the S&A represents a compromise of the positions put forth by
17 the parties in this case, on balance I believe that the S&A is in the public interest.

18

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

20 A. I recommend that the KCC find that all parties had the opportunity to participate in
21 the settlement process, that the S&A is supported by substantial evidence in the

1 record, that the S&A will result in just and reasonable rates, and that the S&A in the
2 public interest. Therefore, I recommend that the KCC approve the S&A as filed.

3

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

5 A. Yes, it does.

VERIFICATION

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss:

Andrea C. Crane (Cotton), being duly sworn upon her oath, deposes and states that she is a consultant for the Citizens' Utility Ratepayer Board, that she has read and is familiar with the foregoing Testimony, and that the statements made herein are true to the best of her knowledge, information and belief.

Andrea C. Crane (Cotton)
Andrea C. Crane (Cotton)

Subscribed and sworn before me this 7th day of August, 2015.

Notary Public Arthur H. Funes

My Commission Expires: 07/31/2017

CERTIFICATE OF SERVICE

15-WSEE-115-RTS

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 11th day of August, 2015, to the following:

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