

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION]
OF EVERGY METRO, INC., EVERGY]
KANSAS CENTRAL, INC., AND EVERGY] KCC DOCKET NO. 25-EKCE-169-TAR
KANSAS SOUTH, INC., FOR APPROVAL]
OF ITS PHASE 2 TRANSPORTATION]
ELECTRIFICATION PORTFOLIO.]

TESTIMONY IN SUPPORT OF SETTLEMENT AGREEMENT

JOSH FRANTZ

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

MARCH 3, 2025

1 **I. Statement of Qualifications**

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

3 A. My name is Joshua (Josh) Frantz. I am employed by the Citizens’ Utility Ratepayer Board
4 (CURB) as a Senior Regulatory Analyst. My business address is 1500 SW Arrowhead
5 Road, Topeka, Kansas 66604.

6
7 **Q. Have you previously testified in this docket?**

8 A. Yes. On February 23, 2025, I filed Direct Testimony in this docket on behalf of CURB. A
9 more robust statement of my qualifications can be found in that testimony.

10

11 **II. Summary of Testimony**

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

13 A. My testimony indicates CURB’s support for the *Unanimous Settlement Agreement*
14 (“Agreement”) filed in this docket on February 28, 2025.

15

16 **III. Background**

17 **Q. Please provide a brief description of Evergy’s initial proposal.**

18 A. Evergy is requesting approval of its Phase 2 Transportation Electrification (“TE”)
19 portfolio. TE refers to the transition from vehicles powered by an internal combustion
20 engine to electric vehicles (“EV”) powered partially or fully by electricity. Evergy’s
21 proposal consists of two programs: the Fleet Advisory Services (“FAS”) Program and

1 Residential Managed Charging (“RMC”) Pilot.

2 **a. Fleet Advisory Services Program**

3 The objectives of the FAS Program are to inform customers’ EV fleet management
4 choices, facilitate grid-friendly EV transition planning for fleet operators, and establish
5 Evergy as a trusted energy advisor for TE.¹ The FAS Program will focus on providing
6 education and technical assistance from the utility perspective and developing customer
7 charging plans that will meet fleet needs while avoiding capacity upgrades and minimizing
8 energy supply costs.²

9 **b. RMC Residential Managed Charging Pilot**

10 The RMC Pilot is designed to optimize the charging patterns of residential EV
11 drivers who charge at home, gather information about customer preferences related to
12 managed charging, and quantify the load shaping impacts and costs of two different
13 approaches (passive vs. active managed charging) on different customer groups.³

14 The passive managed charging (“PMC”) approach provides EV drivers with
15 educational/motivational communications to shape their home charging behaviors.⁴

16 Under the active managed charging (“AMC”) approach, customers are incentivized
17 to allow Evergy to control the timing of their EV charging, based upon supply cost
18 minimization.⁵

¹ Application, ¶ 10.

² Application, ¶ 11.

³ Application, ¶ 19.

⁴ Application, ¶ 19.

⁵ Application, Attachment 1 Appendix E pp. 63, 67.

1 **Q. What was your initial recommendation in your Direct Testimony?**

2 A. In my Direct Testimony, I recommended the Commission approve both the FAS Program
3 and RMC Pilot as proposed by Evergy.⁶

4
5 **Q. Who are the Parties in this docket?**

6 A. The Parties in this docket are: KCC Staff, CURB, and Evergy.

7
8 **Q. Have the Parties reached a settlement on this matter?**

9 A. Yes. The Agreement was filed on February 28, 2025.

10

11 **Q. Is the Agreement a unanimous settlement agreement?**

12 A. Yes. All Parties are signatories to the Agreement. The Agreement meets the criteria of a
13 “unanimous settlement agreement” according to K.A.R. 82-1-230a(2).⁷

14

15 **Q. Please describe the key provisions of the Agreement.**

16 A. The key provisions of the Agreement for the two Programs are as follows:

17 FAS Pilot

- 18 • The FAS Program will be reclassified as a pilot. The Agreement establishes a
19 collaborative approach among stakeholders to refine Evaluation, Measurement, and

⁶ Direct Testimony of Josh Frantz o/b/o CURB, pp. 9-10 (Jan. 23, 2025).

⁷ "Unanimous settlement agreement" means an agreement that is entered into by all parties to the proceeding or an agreement that is not opposed by any party that did not enter into the agreement.

1 Verification (“EM&V”) requirements and scope.

- 2 • The FAS Pilot will provide grid optimization for all customers at program level 1.
3 Only public entities and small private entities will qualify for the program offerings
4 of levels 2–3, which include rightsizing.
- 5 • The Parties will collaboratively develop an RFP template and process for customers
6 seeking third-party fleet advisory services.
- 7 • The Parties will collaboratively develop a communications plan.

8 RMC Pilot

- 9 • The number of charging days per month required to qualify for the AMC incentive
10 is increased from one to two. The Parties may consider increasing this requirement
11 again after twelve months of AMC data is available, if the median monthly charging
12 day count is below five.
- 13 • The Parties will collaboratively develop a communications plan.
- 14 • Evergy will develop and, with collaboration from the Parties, refine an EM&V plan
15 for the RMC Pilot.

16 Since a unanimous settlement agreement has been reached and there are no
17 contested issues, the Parties recommend cancellation of the pre-hearing conference,
18 evidentiary hearing, and briefs from the procedural schedule.

1 **IV. Evaluation**

2 **Q. What criteria does the Commission generally consider when reviewing unanimous**
3 **settlement agreements?**

4 A. Generally, the Commission will accept a unanimous settlement agreement if the following
5 three criteria are met: 1) the agreement is supported by substantial competent evidence; 2)
6 the agreement will result in just and reasonable rates or charges; and 3) the results of the
7 agreement are in the public interest.⁸

8
9 **A. Substantial Competent Evidence**

10 **Q. Is the Agreement supported by substantial competent evidence on the record?**

11 A. Yes, I believe the Agreement is supported by substantial and competent evidence. The
12 record contains thorough documentation and testimony prepared by well-qualified and
13 competent professionals.

14
15 **B. Just and Reasonable Rates/Charges**

16 **Q. Will the Agreement result in just and reasonable rates/charges?**

17 A. Yes, I believe that, if approved, the Agreement will result in just and reasonable rates
18 through reasonable program budgets and incentive structures. The annual EM&V will
19 monitor participation and budget expenditures, while the final EM&V will be considered

⁸ In Docket No. 08-ATMG-280-RTS, the Commission developed a five-factor test for review of non-unanimous settlement agreements. More recent Commission Orders have used a three-factor test for review of unanimous settlement agreements (e.g., Order Approving Unanimous Settlement Agreement, ¶¶17–18, Docket No. 21-BHCG-418-RTS [Dec. 30, 2021]).

1 when evaluating whether continuing to offer the Programs beyond the initial pilot stage
2 would be prudent.

3 I will provide additional justification for this criterion distinct for each program:

4 FAS Pilot

5 Customer TE fleet projects that are optimized from a grid-friendly perspective can
6 help Evergy avoid or delay capacity upgrades and minimize energy supply costs, which
7 benefits all customers.

8 The Parties agree that third-party installers and private advisory firms do not have
9 equivalent expertise regarding Evergy's electric grid compared to Evergy itself; therefore,
10 under the Agreement, Evergy will offer basic education and grid optimization advisory to
11 all participants. However, more advanced analytics, including "right-sizing," will be
12 reserved for public entities (e.g., schools and transit agencies) and small private entities.
13 This restriction is a defense against free-ridership since, absent a program from Evergy,
14 large private entities are more likely than public and small private entities to expend their
15 own resources on efficient TE planning.

16 RMC Pilot

17 The RMC Pilot is designed to encourage and incentivize off-peak home EV
18 charging, which can benefit all customers by lowering the costs of generation and reducing
19 the emissions from generation.

20 Evergy determined the AMC incentive structure by reviewing the range of
21 incentives used in similar utility-managed charging programs across the country and

1 selecting a value deemed adequate to secure the participation level needed for pilot
2 learnings.⁹ CURB finds this to be a reasonable initial strategy. Furthermore, the terms of
3 the tariff allow Evergy to adjust the incentive, if necessary, to align with budgetary or
4 enrollment goals.

5
6 **C. Public Interest**

7 **Q. Is the Agreement in the public interest?**

8 A. Yes, I believe approval of the Agreement is in the public interest.

9 TE Programs can help Evergy educate customers regarding efficient charging
10 behaviors and avoid/delay capacity upgrades, which has the potential to reduce emissions
11 created by electric generation. Furthermore, the proliferation of EVs has the potential to
12 reduce emissions created by vehicles. Reducing emissions supports the public interest by
13 bettering public health and safety through improved air quality.

14 Evergy's prioritization of FAS Pilot outreach to public entities, such as schools, is
15 in the public interest because the direct benefits received by those participants could be
16 indirectly enjoyed by residential customers because those entities are publicly funded and
17 serve an important function in our communities.

18 If approved, both Programs will be initially offered in pilot status. Generally,
19 initiating new utility programs in pilot status is in the public interest because pilot programs
20 are smaller in scale and serve as a trial run to identify potential issues and gather feedback

⁹ Evergy response to data request KCC-7.

1 before committing significant resources. Requests to renew or continue pilot programs are
2 typically reviewed with greater scrutiny before committing to a more permanent status.

3 Generally, unanimous agreements favor the public interest because they allow
4 parties to avoid the costly and time-consuming process of a fully litigated hearing and other
5 additional contentious filings. It is in the public interest to avoid such conflict when
6 possible, and this Agreement accomplishes that.

7

8 **VI. Conclusion**

9 **Q. Please summarize your comments.**

10 A. CURB supports the Agreement because it meets the Commission's standard criteria for
11 approval of unanimous settlement agreements: 1) it is supported by substantial competent
12 evidence; 2) it will result in just and reasonable rates or charges; and 3) it is in the public
13 interest. Thus, the Commission should approve the Agreement, thereby approving the FAS
14 Pilot and RMC Pilot Programs.

15

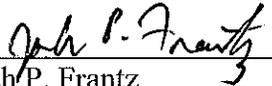
16 **Q. Does this conclude your testimony?**

17 A. Yes, thank you.

VERIFICATION

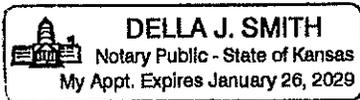
STATE OF KANSAS)
)
COUNTY OF SHAWNEE) ss:

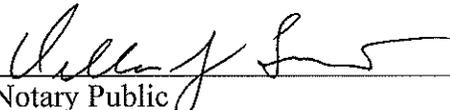
I, Josh P. Frantz, of lawful age and being first duly sworn upon my oath, state that I am a Senior Regulatory Analyst for the Citizens' Utility Ratepayer Board; that I have read and am familiar with the above and foregoing document and attest that the statements therein are true and correct to the best of my knowledge, information, and belief.



Josh P. Frantz

SUBSCRIBED AND SWORN to before me this 3rd day of March, 2025.





Notary Public

My Commission expires: 01-26-2029.

CERTIFICATE OF SERVICE

25-EKCE-169-TAR

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 3rd day of March, 2025, to the following:

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