

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

**In the Matter of the Petition of  
Eversource Kansas Central, Inc., Eversource  
Kansas South, Inc., and Eversource  
Metro, Inc. for Determination of the  
Rate-making Principles and  
Treatment that Will Apply to the  
Recovery in Rates of the Cost to Be  
Incurred for Certain Electric  
Generation Facilities under K.S.A.  
66-1239.**

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) **DOCKET NO. 25-EKCE-207-PRE**  
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**TESTIMONY IN SUPPORT OF UNANIMOUS PARTIAL SETTLEMENT ON  
SOLAR FACILITY**

**AND**

**TESTIMONY IN OPPOSITION TO NON-UNANIMOUS PARTIAL  
SETTLEMENT ON NATURAL GAS FACILITIES**

**LUCY METZ**

**ON BEHALF OF**

**CITIZENS' UTILITY RATEPAYER BOARD (CURB)**

**APRIL 17, 2025**

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**1. INTRODUCTION AND PURPOSE OF TESTIMONY**

1     **Q     Please state your name and occupation.**

2     **A**My name is Lucy Metz. I am a Senior Associate at Synapse Energy Economics,  
3             Inc. (“Synapse”). My business address is 485 Massachusetts Avenue, Suite 3,  
4             Cambridge, Massachusetts 02139.

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

6     **A**Yes, I filed direct testimony on behalf of the Citizens’ Utility Ratepayer Board  
7             (“CURB”) on March 14, 2025. A complete statement of my qualifications can be  
8             found in that testimony.

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

10    **A**My testimony has two purposes. First, I indicate CURB’s support for the *Joint*  
11             *Motion for Approval of the Unanimous Partial Settlement Agreement Regarding*  
12             *Solar Facility* (“Solar Agreement”) related to Kansas Sky that was filed in this  
13             docket on April 16, 2025. Second, I explain CURB’s objections to the *Joint Motion*  
14             *for Approval of Non-Unanimous Partial Settlement Agreement Regarding Natural*  
15             *Gas Facilities* (“CCGT Agreement”) related to the Viola and McNew combined-  
16             cycle gas turbines (“CCGT”) plants that was filed in this docket on April 16, 2025.

17             I recommend that the Kansas Corporation Commission (“KCC” or “Commission”)  
18             accept the Solar Agreement and reject the CCGT Agreement.

19    **Q     How is your testimony structured?**

20    **A**In Section 2, I provide brief background information on the case.

1 In Section 3, I summarize the provisions of the proposed Solar Agreement and  
2 evaluate the agreement relative to the standard of review for unanimous settlement  
3 agreements in Kansas.

4 In Section 4, I summarize the CCGT Agreement and assess it against the standard  
5 of review for non-unanimous settlement agreements in Kansas, then I explain  
6 CURB's objections to the CCGT Agreement.

7 **2. BACKGROUND OF THE CASE**

8 **Q Please briefly summarize Evergy Kansas Central's initial proposal.**

9 **A** Evergy Kansas Central ("EKC" or "Company") seeks predetermination of  
10 ratemaking treatment for two CCGT units and a solar array. The two CCGT units  
11 will be co-owned by EKC and Evergy Missouri West. In this docket, EKC requests  
12 approval to obtain a 50 percent (355 MW) share in the Viola plant, which is  
13 scheduled to come online in 2029, and a 50 percent (355 MW) share in the McNew  
14 plant, which is scheduled to come online in 2030. The solar array, Kansas Sky, will  
15 come online at the end of 2026 with a capacity of 159 MW<sub>AC</sub> and will be entirely  
16 owned by EKC.

17 **Q What was your recommendation in your direct testimony?**

18 **A** In my direct testimony, I recommended that the Commission not approve EKC's  
19 request for predetermination of ratemaking treatment for its acquisition of a 50  
20 percent share of Viola and 50 percent share of McNew. I made this  
21 recommendation on the basis that shortcomings in the Company's Integrated  
22 Resource Plan ("IRP"), as well as the updated modeling that it completed for this  
23 docket, likely prevented it from identifying the most cost-effective solution for  
24 ratepayers.

1 In my direct testimony, I found that Kansas Sky compares favorably on a cost basis  
2 to other solar projects available to Evergy and that acquiring solar projects such as  
3 Kansas Sky will provide a variety of benefits to EKC ratepayers.

4 **Q Since your direct testimony was filed, have the parties engaged in settlement**  
5 **discussions?**

6 **A** Yes, the parties engaged in settlement discussions on April 9, 2025. As a result of  
7 these discussions, the parties entered a unanimous partial settlement agreement  
8 related to Kansas Sky.<sup>1</sup> Additionally, the Company, KCC Staff, and several other  
9 intervenors entered a partial non-unanimous settlement agreement related to Viola  
10 and McNew. For the reasons I explain in this testimony, CURB opposes the CCGT  
11 Agreement.

12 Below, I summarize the major terms of both the Solar Agreement and the CCGT  
13 Agreement and compare them to the Commission's standard criteria for evaluation  
14 of settlement agreements.

15 **Q What are your primary concerns with the CCGT Agreement?**

16 **A** I am concerned that shortcomings in EKC's IRP analysis—which the Company  
17 relies on as the basis for asserting that the proposed CCGTs are prudent—impact  
18 the accuracy of the Company's modeling results and cast doubt on the Company's  
19 claims that the proposed projects represent the least-cost manner of meeting  
20 customer need. I am concerned that EKC did not robustly consider alternative  
21 capacity options to the proposed CCGT plants such as coal-to-gas conversion of its  
22 coal plants, combustion turbines ("CT"), or battery energy storage system

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<sup>1</sup> "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 (“BESS”) resources. These alternatives can be deployed in smaller increments and  
2 are less capital intensive. They also reduce exposure to gas price volatility and  
3 overall risk to ratepayers.

4 **3. SUMMARY OF SOLAR AGREEMENT AND COMPARISON TO THE STANDARDS OF**  
5 **REVIEW FOR UNANIMOUS AGREEMENTS**

6 **Q Please summarize the terms of the Solar Agreement.**

7 **A** The Solar Agreement adopts EKC’s initial requests related to determination of  
8 ratemaking principles for Kansas Sky with minor modifications, including an  
9 adjustment to the levelized revenue requirement recommended by KCC Staff to  
10 remove future maintenance capital expenditures. The Solar Agreement also  
11 includes several additional provisions: it specifies that spending by EKC in excess  
12 of the definitive cost estimate will be subject to future prudence review; it clarifies  
13 that EKC should update the levelized revenue requirement based on actual project  
14 spending; and it requires EKC to make a compliance filing justifying the continued  
15 economics of the project if applicable provisions of the Inflation Reduction Act are  
16 substantially revised or repealed prior to construction beginning.

17 **Q What criteria does the Commission generally consider when reviewing**  
18 **unanimous settlement agreements?**

19 **A** Generally, the Commission will accept a unanimous settlement agreement if the  
20 following three criteria are met<sup>2</sup>:

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<sup>2</sup> 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                   1. The agreement is supported by substantial competent evidence in the record  
2                   as a whole.

3                   2. The agreement will result in just and reasonable rates.

4                   3. The results of the agreement are in the public interest.

5    **Q     Is the Solar Agreement supported by substantial competent evidence in the**  
6           **record as a whole?**

7    **A     Yes, the Solar Agreement is supported by substantial and competent evidence. The**  
8           documentation and testimony prepared by the Company and other intervenors  
9           demonstrate that the Kansas Sky project satisfies the requirements of the  
10          predetermination statute and is a cost-effective resource addition for EKC. In my  
11          direct testimony, I found that EKC's acquisition of Kansas Sky is consistent with  
12          its most recent IRP preferred plan and resource acquisition strategy, as well as with  
13          the updated modeling that Evergy completed for this docket.

14   **Q     Will the Solar Agreement result in just and reasonable rates?**

15   **A     Yes, I believe that, if approved, the Solar Agreement will result in just and**  
16          reasonable rates. In my direct testimony, I also found that the cost of Kansas Sky  
17          compares favorably to the cost of other solar projects available to Evergy. The Solar  
18          Agreement includes additional provisions to revisit the project cost if the  
19          production tax credit is repealed.

20   **Q     Are the results of the Solar Agreement in the public interest?**

21   **A     Yes, I believe that approval of the Solar Agreement is in the public interest. Once**  
22          constructed, Kansas Sky will provide Kansas ratepayers with low-cost energy that

1 will not be subject to fuel price volatility and will be resilient to potential future  
2 environmental regulation, shielding ratepayers from future cost risks. EKC's  
3 acquisition of this resource is part of a reasonable, reliable, and efficient plan to  
4 serve its ratepayers and hedge against future risks and uncertainty.

5 **Q What do you recommend regarding the Solar Agreement?**

6 **A** CURB supports the Solar Agreement because it meets the Commission's standard  
7 criteria for approval of unanimous settlement agreements: (1) it is supported by  
8 substantial competent evidence; (2) it will result in just and reasonable rates or  
9 charges; and (3) it is in the public interest. Therefore, I recommend that the  
10 Commission approve the Solar Agreement.

11 **4. SUMMARY OF THE CCGT AGREEMENT AND COMPARISON TO THE STANDARDS OF**  
12 **REVIEW FOR NON-UNANIMOUS SETTLEMENT AGREEMENTS**

13 **Q Please summarize the terms of the CCGT Agreement.**

14 **A** The CCGT Agreement incorporates, with modifications, the major provisions of  
15 the Company's initial requests for predetermination of ratemaking treatment for  
16 Viola and McNew. This includes the finding that EKC's proposal to construct and  
17 own 50 percent of each plan is prudent and consistent with EKC's most recent  
18 preferred plan and resource acquisition strategy.

19 The CCGT Agreement also requires EKC to collaborate with KCC Staff and CURB  
20 during the development of a Gas Purchasing Plan and to meet with KCC Staff and  
21 CURB at least annually once the plants are placed in service to discuss potential  
22 revisions to the plan. In addition, it requires EKC to file quarterly progress reports  
23 for each of the projects in a compliance docket established by the Commission.  
24 EKC will "be required to make a compliance filing with the Commission justifying



1 the economics and prudence of continuing forward with the McNew and/or Viola  
2 natural gas projects or requesting Commission approval to abandon the project(s)  
3 if EKC becomes aware of information that leads it to reasonably believe that actual  
4 project costs are projected to exceed 115% of the definitive cost estimate for the  
5 project.”<sup>3</sup> The CCGT Agreement lays out a process for this compliance filing.

6 Finally, the CCGT Agreement includes a list of other provisions related to various  
7 stakeholder concerns, including modifications to Evergy’s process for  
8 incorporating new large load customers into its IRP for planning purposes, a  
9 commitment from EKC to “evaluate the possibility of repurposing the unused space  
10 at Lawrence Energy Center and other generation sites as an interconnection location  
11 for a battery storage unit,”<sup>4</sup> and a number of other provisions.

12 **Q What criteria does the Commission generally consider when reviewing non-**  
13 **unanimous settlement agreements?**

14 **A** The Commission has adopted five guidelines that it generally uses to evaluate non-  
15 unanimous settlement agreements. The first three criteria are the same as those for  
16 unanimous settlement agreements, as outlined in Section 3 of this testimony. In  
17 addition, the Commission considers whether each party had an opportunity to be  
18 heard on its reasons for opposing the settlement and whether the agreement  
19 conforms to applicable law.

20 Since I am not an attorney, I will not address whether the agreement conforms to  
21 applicable law. However, at the request of the Commission, CURB counsel will

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<sup>3</sup> CCGT Agreement at 6.

<sup>4</sup> CCGT Agreement at 11.

1 provide a response to the question of whether the CCGT Agreement does indeed  
2 conform to applicable law.

3 **Q Has each party had an opportunity to be heard on its reasons for opposing**  
4 **the settlement?**

5 **A** Yes. Settlement discussions were conducted on April 9, 2025. All opposing parties  
6 had the opportunity to attend the settlement discussions. Moreover, all opposing  
7 parties can file testimony in opposition and appear at the hearing before the  
8 Commission to address their opposition. Therefore, I believe that each party has—  
9 and will have—an opportunity to be heard on its reasons for opposing the CCGT  
10 Agreement.

11 **Q Is the agreement supported by substantial evidence in the record as a whole?**

12 **A** No, not fully. As I explain in my direct testimony, Evergy has not adequately  
13 demonstrated that it compared the CCGTs to all the alternatives available—neither  
14 in its 2024 IRP nor through subsequent analysis it completed for this docket to test  
15 its resource plan in light of higher resource costs in the market. For example,  
16 Evergy has not provided evidence in this docket that it compared the CCGT  
17 additions to alternatives such as BESS or CTs located at sites with existing  
18 interconnection rights (e.g., at the site of retiring coal units) or additional coal-to-  
19 gas conversions projects at its coal plants.

20 The updated modeling that Evergy completed for this docket, which includes higher  
21 CCGT capital costs, shows reduced near-term CCGT buildout and increased BESS  
22 buildout compared to EKC's 2024 IRP preferred portfolio.<sup>5</sup> That is despite several

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<sup>5</sup> See page 24 of Metz Direct Testimony.

1 limitations with the updated modeling, which I lay out in my direct testimony, that  
2 tend to bias the model towards building gas resources.<sup>6</sup> While Evergy’s proposed  
3 CCGT additions are generally consistent with its updated modeling (although Viola  
4 comes online one year earlier than needed), Evergy has not shown that its preferred  
5 portfolio is “reasonable, reliable, and efficient” as the predetermination statute  
6 prescribes, because it has not demonstrated that the CCGTs are the lowest-cost and  
7 lowest-risk way to meet its capacity and energy needs.

8 **Q Does the uncertainty regarding import/export tariffs change your position on**  
9 **whether EKC’s proposal to acquire shares in Viola and McNew is prudent?**

10 **A** No, not necessarily. The threat of increased tariffs and potential trade wars under  
11 the current presidential administration may have far-reaching effects on the supply  
12 chains for new generating resources, but the relative impact on different resource  
13 types is unclear at this time. No evidence or analysis has been submitted in this  
14 docket quantifying the impact of tariffs on Viola and McNew—including fuel and  
15 operating cost—relative to replacement resources that Evergy could procure  
16 instead, so I cannot draw any definitive conclusions about the impact of tariffs at  
17 this time. Evergy has also not provided any analysis or evidence evaluating the risks  
18 and impacts the tariffs and trade war will have on natural gas, which is a global  
19 commodity with the potential to be leveraged as a tool for both balancing trade and  
20 extracting retaliation.

21 Importantly, even if gas resource costs continue to escalate going forward, the  
22 choice facing EKC is not whether to build expensive CCGTs now or even more  
23 expensive CCGTs in a few years. The key question in this docket is whether  
24 baseload gas generation will truly be the best option for Kansas ratepayers over the

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<sup>6</sup> See, for example, page 33 of Metz Direct Testimony.

1 decades-long useful lives of the CCGTs, or whether alternative combinations of  
2 resources could provide the same or better grid services at lower cost and risk to  
3 ratepayers.

4 **Q Will the agreement result in just and reasonable rates?**

5 **A** No. Again, as I explained in my direct testimony, moving ahead with the Viola and  
6 McNew plants will lock ratepayers into paying for costly assets that will expose  
7 them to future risks, including fuel price volatility and environmental regulations.  
8 It does not make sense to invest in these assets given how costs have escalated over  
9 the past year for new CCGTs. Instead, EKC should work to procure alternative  
10 resource options, such as battery or CT capacity paired with solar and wind.

11 Relative to the Company's original proposal, the CCGT Agreement contains  
12 provisions to address excessive cost overruns if import/export tariffs or other events  
13 disrupt construction of the plants. These are valuable additions, but they do not  
14 address the core issue of whether it is prudent for Evergy to construct the CCGTs  
15 in the first place.

16 **Q Are the results of the agreement in the public interest?**

17 **A** Likely not. For reasons already discussed above, building the CCGTs now will lock  
18 ratepayers into the current high price of the assets and will expose them to future  
19 risk from fuel price volatility and environmental regulation. EKC ratepayers will  
20 be better served by the Company focusing on smaller, lower-cost capacity resources  
21 in the near term, paired with zero-marginal-cost energy resources.

1     **Q     What do you recommend?**

2     **A**     Because of the concerns outlined above, I cannot recommend the Commission  
3             approve the CCGT Agreement as presented. Instead, the Commission should  
4             instruct Evergy to issue an All-Source Request for Proposal (“RFP”), including the  
5             option for power purchase agreement resources, to see if this yields capacity and  
6             energy resources that are less costly than the Viola and McNew plants. Evergy  
7             should evaluate the results of the RFP based on the grid services each bid offers  
8             (e.g., firm capacity or low-cost energy) and should focus its near-term procurement  
9             on no-regrets resource additions that its updated modeling for this docket found to  
10            be economic, primarily solar and battery capacity.

11    **Q     Does this conclude your testimony?**

12    **A**     Yes.

## VERIFICATION


COMMONWEALTH OF MASSACHUSETTS )

COUNTY OF MIDDLESEX ) ss:

I, Lucy Metz, 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 in Support of Unanimous Partial Settlement on Solar Project and in Opposition to Settlement on Natural Gas Plants*, and that the statements made therein are true and correct to the best of her knowledge, information, and belief.

Lucy Metz  
Lucy Metz

SUBSCRIBED AND SWORN to before me this 17 day of April, 2025.

  
\_\_\_\_\_  
Notary Public

My Commission expires:\_\_\_\_\_

5/4/2029



## **CERTIFICATE OF SERVICE**

25-EKCE-207-PRE

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 17<sup>th</sup> day of April, 2025, to the following:

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

SHELLY M. BASS, SENIOR ATTORNEY  
ATMOS ENERGY CORPORATION  
5430 LBJ FREEWAY  
1800 THREE LINCOLN CENTRE  
DALLAS, TX 75240  
[shelly.bass@atmosenergy.com](mailto:shelly.bass@atmosenergy.com)

KATHLEEN R. OCANAS, DIVISION VP  
OF RATES & REGULATORY AFFAIRS  
ATMOS ENERGY CORPORATION  
25090 W 110TH TERR  
OLATHE, KS 66061  
[Kathleen.Ocanas@atmosenergy.com](mailto:Kathleen.Ocanas@atmosenergy.com)

RANDALL F. LARKIN, ATTORNEY  
CITY OF LAWRENCE  
PO BOX 708  
LAWRENCE, KS 66044  
[rlarkin@lawrenceks.org](mailto:rlarkin@lawrenceks.org)

BRANDON MCGUIRE, ASST. CITY  
MANAGER  
CITY OF LAWRENCE  
PO BOX 708  
LAWRENCE, KS 66044  
[bmcguire@lawrenceks.org](mailto:bmcguire@lawrenceks.org)

KATHY RICHARDSON, SUSTAINABILITY  
DIRECTOR  
CITY OF LAWRENCE  
PO BOX 708  
LAWRENCE, KS 66044  
[krichardson@lawrenceks.org](mailto:krichardson@lawrenceks.org)

TONI WHEELER, DIRECTOR, LEGAL  
SERVICES DEPT.  
CITY OF LAWRENCE  
CITY HALL  
6 EAST SIXTH ST  
LAWRENCE, KS 66044  
[twheeler@lawrenceks.org](mailto:twheeler@lawrenceks.org)

DOROTHY BARNETT  
CLIMATE & ENERGY PROJECT  
PO BOX 1858  
HUTCHINSON, KS 67504-1858  
[barnett@climateandenergy.org](mailto:barnett@climateandenergy.org)

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

LESLIE WINES, Sr. Exec. Admin. Asst.  
EVERGY KANSAS CENTRAL, INC  
818 S KANSAS AVE  
PO BOX 889  
TOPEKA, KS 66601-0889  
[leslie.wines@evergy.com](mailto:leslie.wines@evergy.com)

DANIEL J. BULLER, ATTORNEY  
FOULSTON SIEFKIN LLP  
7500 COLLEGE BOULEVARD, STE 1400  
OVERLAND PARK, KS 66201-4041  
[dbuller@foulston.com](mailto:dbuller@foulston.com)

MOLLY E. MORGAN, ATTORNEY  
FOULSTON SIEFKIN LLP  
1551 N. WATERFRONT PARKWAY  
SUITE 100  
WICHITA, KS 67206  
[mmorgan@foulston.com](mailto:mmorgan@foulston.com)

SARAH C. OTTO  
FOULSTON SIEFKIN LLP  
7500 COLLEGE BOULEVARD, STE 1400  
OVERLAND PARK, KS 66201-4041  
[sotto@foulston.com](mailto:sotto@foulston.com)

LEE M. SMITHYMAN, ATTORNEY  
FOULSTON SIEFKIN LLP  
7500 COLLEGE BOULEVARD, STE 1400  
OVERLAND PARK, KS 66201-4041  
[lsmithyman@foulston.com](mailto:lsmithyman@foulston.com)

C. EDWARD WATSON, ATTORNEY  
FOULSTON SIEFKIN LLP  
1551 N WATERFRONT PKWY, STE 100  
WICHITA, KS 67206-4466  
[cewatson@foulston.com](mailto:cewatson@foulston.com)

JAMES P. ZAKOURA, ATTORNEY  
FOULSTON SIEFKIN LLP  
7500 COLLEGE BOULEVARD, STE 1400  
OVERLAND PARK, KS 66201-4041  
[jzakoura@foulston.com](mailto:jzakoura@foulston.com)

KEVIN M. FOWLER, Counsel  
FRIEDEN & FORBES, LLP  
1414 SW ASHWORTH PLACE, STE 201  
TOPEKA, KS 66604  
[kfowler@fflawllp.com](mailto:kfowler@fflawllp.com)

CONSTANCE CHAN, SENIOR  
CATEGORY  
MANAGER - ELECTRICITY &  
BUSINESS TRAVEL  
HF SINCLAIR EL DORADO REFINING  
LLC  
2323 VICTORY AVE, STE 1400  
DALLAS, TX 75219  
[constance.chan@hfsinclair.com](mailto:constance.chan@hfsinclair.com)

JON LINDSEY, CORPORATE COUNSEL  
HF SINCLAIR EL DORADO REFINING  
LLC  
550 E SOUTH TEMPLE  
SALT LAKE CITY, UT 84102  
[jon.lindsey@hfsinclair.com](mailto:jon.lindsey@hfsinclair.com)

BRIAN G. FEDOTIN, GENERAL  
COUNSEL  
KANSAS CORPORATION  
COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
[Brian.Fedotin@ks.gov](mailto:Brian.Fedotin@ks.gov)

JUSTIN GRADY, CHIEF OF REVENUE  
REQUIREMENTS, COST OF SERVICE &  
FINANCE  
KANSAS CORPORATION  
COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
[Justin.Grady@ks.gov](mailto:Justin.Grady@ks.gov)

PATRICK HURLEY, CHIEF LITIGATION  
COUNSEL  
KANSAS CORPORATION  
COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
[Patrick.Hurley@ks.gov](mailto:Patrick.Hurley@ks.gov)

CARLY MASENTHIN, LITIGATION  
COUNSEL  
KANSAS CORPORATION  
COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
[Carly.Masenthin@ks.gov](mailto:Carly.Masenthin@ks.gov)

LORNA EATON, DIRECTOR OF RATES  
& REGULATORY  
KANSAS GAS SERVICE, A DIVISION  
OF ONE GAS, INC.  
7421 W 129TH STREET  
OVERLAND PARK, KS 66213  
[invoices@onegas.com](mailto:invoices@onegas.com)

LORNA EATON, MANAGER OF RATES  
AND REGULATORY AFFAIRS  
KANSAS GAS SERVICE, A DIVISION  
OF ONE GAS, INC.  
7421 W 129TH STREET  
OVERLAND PARK, KS 66213  
[lorna.eaton@onegas.com](mailto:lorna.eaton@onegas.com)



ROBERT E. VINCENT, MANAGING  
ATTORNEY  
KANSAS GAS SERVICE, A DIVISION  
OF ONE GAS, INC.  
7421 W. 129TH STREET  
OVERLAND PARK, KS 66213  
[robert.vincent@onegas.com](mailto:robert.vincent@onegas.com)

PAUL MAHLBERG, GENERAL  
MANAGER  
KANSAS MUNICIPAL ENERGY  
AGENCY  
6300 W 95TH ST  
OVERLAND PARK, KS 66212-1431  
[mahlberg@kmea.com](mailto:mahlberg@kmea.com)

TERRI J. PEMBERTON, GENERAL  
COUNSEL  
KANSAS MUNICIPAL ENERGY  
AGENCY  
6300 W 95TH ST  
OVERLAND PARK, KS 66212-1431  
[pemberton@kmea.com](mailto:pemberton@kmea.com)

DARREN PRINCE, MANAGER,  
REGULATORY & RATES  
KANSAS MUNICIPAL ENERGY  
AGENCY  
6300 W 95TH ST  
OVERLAND PARK, KS 66212-1431  
[prince@kmea.com](mailto:prince@kmea.com)

JAMES GING, DIRECTOR  
ENGINEERING SERVICES KANSAS  
POWER POOL  
100 N BROADWAY STE L110  
WICHITA, KS 67202  
[jging@kpp.kgsc.com](mailto:jging@kpp.kgsc.com)

COLIN HANSEN, CEO/GENERAL  
MANAGER  
KANSAS POWER POOL  
100 N BROADWAY, STE L110  
WICHITA, KS 67202  
[chansen@kpp.agency](mailto:chansen@kpp.agency)

LARRY HOLLOWAY, ASST GEN MGR  
OPERATIONS  
KANSAS POWER POOL  
100 N BROADWAY, STE L110  
WICHITA, KS 67202  
[lholloway@kpp.agency](mailto:lholloway@kpp.agency)

ALISSA GREENWALD, ATTORNEY  
KEYES & FOX LLP  
1580 LINCOLN STREET STE 1105  
DENVER, CO 80203  
[agreenwald@keyesfox.com](mailto:agreenwald@keyesfox.com)

JASON KEYES, PARTNER  
KEYES & FOX LLP  
580 CALIFORNIA ST 12TH FLOOR  
SAN FRANCISCO, CA 94104  
[jkeyes@keyesfox.com](mailto:jkeyes@keyesfox.com)

PATRICK PARKE, CEO  
MIDWEST ENERGY, INC.  
1330 CANTERBURY DRIVE  
PO BOX 898  
HAYS, KS 67601-0898  
[patparke@mwenergy.com](mailto:patparke@mwenergy.com)

AARON ROME, VP OF ENERGY  
SUPPLY  
MIDWEST ENERGY, INC.  
1330 CANTERBURY DRIVE  
PO BOX 898  
HAYS, KS 67601-0898  
[arome@mwenergy.com](mailto:arome@mwenergy.com)

VALERIE SMITH, ADMINISTRATIVE  
ASSISTANT  
MORRIS LAING EVANS BROCK &  
KENNEDY  
800 SW JACKSON  
SUITE 1310  
TOPEKA, KS 66612-1216  
[vsmith@morrislaing.com](mailto:vsmith@morrislaing.com)

TREVOR WOHLFORD, ATTORNEY  
MORRIS LAING EVANS BROCK &  
KENNEDY  
800 SW JACKSON  
SUITE 1310  
TOPEKA, KS 66612-1216  
[twohlford@morrislaing.com](mailto:twohlford@morrislaing.com)

GLEND A CAFER, MORRIS LAING LAW  
FIRM  
MORRIS LAING EVANS BROCK &  
KENNEDY CHTD  
800 SW JACKSON, STE 1310  
TOPEKA, KS 66612-1216  
[gcafer@morrislaing.com](mailto:gcafer@morrislaing.com)

RITA LOWE, PARALEGAL  
MORRIS LAING EVANS BROCK &  
KENNEDY CHTD  
300 N MEAD, STE 200  
WICHITA, KS 67202-2745  
[rlowe@morrislaing.com](mailto:rlowe@morrislaing.com)

WILL B. WOHLFORD, ATTORNEY  
MORRIS LAING EVANS BROCK &  
KENNEDY CHTD  
300 N MEAD, STE 200  
WICHITA, KS 67202-2745  
[wwohlford@morrislaing.com](mailto:wwohlford@morrislaing.com)

DAN BRUER, EXECUTIVE DIRECTOR  
NEW ENERGY ECONOMICS  
1390 YELLOW PINE AVE  
BOULDER, CO 80305  
[dan.brue r@newenergyeconomics.org](mailto:dan.brue r@newenergyeconomics.org)

TIM OPITZ  
OPITZ LAW FIRM, LLC  
308 E. HIGH STREET  
SUITE B101  
JEFFERSON CITY, MO 65101  
[tim.opitz@opitzlawfirm.com](mailto:tim.opitz@opitzlawfirm.com)

ANNE E. CALLENBACH, ATTORNEY  
POL SINELLI PC  
900 W 48TH PLACE STE 900  
KANSAS CITY, MO 64112  
[acallenbach@polsinelli.com](mailto:acallenbach@polsinelli.com)

FRANK A. CARO, ATTORNEY  
POL SINELLI PC  
900 W 48TH PLACE, STE 900  
KANSAS CITY, MO 64112  
[fcaro@polsinelli.com](mailto:fcaro@polsinelli.com)

JARED R. JEVONS, ATTORNEY  
POL SINELLI PC  
900 W 48TH PLACE, STE 900  
KANSAS CITY, MO 64112  
[jjevons@polsinelli.com](mailto:jjevons@polsinelli.com)

GREG WRIGHT  
PRIORITY POWER MGT  
12512 AUGUSTA DR  
KANSAS CITY, KS 66109  
[gwright@prioritypower.com](mailto:gwright@prioritypower.com)

NICOLE MERS, ATTORNEY  
RENEW MISSOURI ADVOCATES  
501 FAY STREET  
COLUMBIA, MO 65201  
[nicole@renewmo.org](mailto:nicole@renewmo.org)

JAMES OWEN, COUNSEL  
RENEW MISSOURI ADVOCATES  
915 E ASH STREET  
COLUMBIA, MO 65201  
[james@renewmo.org](mailto:james@renewmo.org)

TIMOTHY J LAUGHLIN, ATTORNEY  
SCHOONOVER & MORIARTY, LLC  
130 N. CHERRY STREET, STE 300  
OLATHE, KS 66061  
[tlaughlin@schoonoverlawfirm.com](mailto:tlaughlin@schoonoverlawfirm.com)

PEGGY A. TRENT, CHIEF COUNTY  
COUNSELOR  
THE BOARD OF COUNTY  
COMMISSIONERS  
OF JOHNSON COUNTY  
111 S CHERRY, STE 3200  
OLATHE, KS 66061  
[peg.trent@jocogov.org](mailto:peg.trent@jocogov.org)

ROBERT R. TITUS  
TITUS LAW FIRM, LLC  
7304 W 130<sup>th</sup> ST, SUITE 190  
OVERLAND PARK, KS 66213  
[rob@tituslawkc.com](mailto:rob@tituslawkc.com)

J. T. KLAUS, ATTORNEY  
TRIPLETT, WOOLF & GARRETSON,  
LLC  
2959 N ROCK RD, STE 300  
WICHITA, KS 67226  
[jtklaus@twgfir m.com](mailto:jtklaus@twgfir m.com)

KACEY S MAYES, ATTORNEY  
TRIPLETT, WOOLF & GARRETSON,  
LLC  
2959 N ROCK RD, STE 300  
WICHITA, KS 67226  
[ksmayes@twgfirm.com](mailto:ksmayes@twgfirm.com)

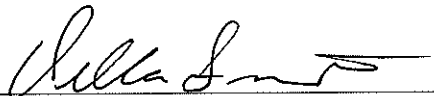
TIMOTHY E. MCKEE, ATTORNEY  
TRIPLETT, WOOLF & GARRETSON,  
LLC  
2959 N ROCK RD, STE 300  
WICHITA, KS 67226  
[temckee@twgfirm.com](mailto:temckee@twgfirm.com)

JOHN J. MCNUTT, GENERAL  
ATTORNEY  
U.S. ARMY LEGAL SERVICES  
AGENCY  
REGULATORY LAW OFFICE  
9275 GUNSTON RD, STE 1300  
FORT BELVOIR, VA 22060-5546  
[john.j.mcnuitt.civ@army.mil](mailto:john.j.mcnuitt.civ@army.mil)

DAN LAWRENCE, GENERAL  
COUNSEL - USD 259  
UNIFIED SCHOOL DISTRICT 259  
903 S EDMOND RD RM 113  
WICHITA, KS 67218  
[dlawrence@usd259.net](mailto:dlawrence@usd259.net)

KEVIN K. LACHANCE, CONTRACT  
LAW ATTORNEY  
UNITED STATES DEPARTMENT OF  
DEFENSE  
ADMIN & CIVIL LAW DIVISION  
OFFICE OF STAFF JUDGE ADVOCATE  
FORT RILEY, KS 66442  
[kevin.k.lachance.civ@army.mil](mailto:kevin.k.lachance.civ@army.mil)

ASHOK GUPTA, EXPERT  
NATIONAL RESOURCES DEFENSE  
COUNCIL  
20 N WACKER DRIVE SUITE 1600  
CHICAGO, IL 60606  
[agupta@nrdc.org](mailto:agupta@nrdc.org)

  
Della Smith  
Senior Administrative Specialist