

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

In the Matter of the Joint Application of)
Eversource Energy Kansas Central, Inc. and Panasonic)
Energy Corporation of North America for) Docket No. 26-EKCE-110-CON
Approval of the Energy Supply Agreement)
between Eversource Energy Kansas South and Panasonic)
Energy Corporation of North America.)

JOINT MOTION FOR APPROVAL OF SPECIAL CONTRACT

Eversource Energy Kansas Central, Inc., (“Eversource”), Panasonic Energy Corporation of North America (“PECNA”), the Staff of the Kansas Corporation Commission (“Staff”) and Citizens Utility Ratepayer Board (“CURB”) (collectively “the Parties”), jointly file and submit the following motion requesting that the Kansas Corporation Commission (“Commission” or “KCC”) the Energy Supply Agreement between Eversource and PECNA (“the Agreement”), attached hereto as Exhibit A. In support of the Joint Motion, the Parties state as follows:

1. Eversource and PECNA filed their Joint Application requesting approval of the Agreement in this docket on October 3, 2025. With their Joint Application, Eversource and PECNA submitted testimony of Jason Klindt, Senior Director, External Affairs for Eversource, and of Allen Swan, President of PECNA, describing the terms and benefits of the Agreement.

2. The Agreement relates to the terms for provision of electrical power by Eversource to PECNA for use at PECNA’s advanced manufacturing facility for the manufacturing lithium-ion batteries for use in electric vehicles (“the Customer Site”), which is located near De Soto, Kansas. PECNA has commenced operations at the Customer Site earlier this year, and pursuant to a Service Agreement between Eversource and PECNA. PECNA began taking service at the Customer Site from Eversource under its Industrial and Large Power Service (“ILP”) tariff.

3. In the Joint Application and accompanying testimony, the terms of the Agreement were discussed, including: energy rates in three tiered blocks, applicable surcharges and riders to be charged, minimum bill provisions that begin to increase in January 2027, base rates subject to change as a result of a general base rate change consistent with overall percentage increase or decrease allocated to the Industrial and Large Power customer class, collateral requirements, minimum employment and economic development requirements.

5. As provided in the Direct Testimony of Jason Klindt and the Direct Testimony of Allan Swan,¹ filed with the Joint Application, in addition to being an integral part of persuading PECNA to locate its facilities in Kansas and promoting substantial economic development for the State, the rates in the Agreement meet the Commission's standards for approval applied to special contracts. The pricing structure under the Agreement will provide a net benefit to Evergy's other customers in that it ensures PECNA will pay rates greater than the incremental variable cost to serve PECNA, resulting in a contribution from PECNA towards Evergy's fixed costs that otherwise would be paid for by Evergy's other customers.

6. Staff submitted its Report and Recommendations ("R&R") regarding the Joint Application and the Agreement in this docket on December 5, 2025. Utilizing a framework outlined in Docket No. 01-GIME-813-GIE ("01-813 Docket") to evaluate special contracts, Staff evaluated whether the Agreement (1) is necessary, (2) results in operational and/or economic benefits for Evergy and its customers, and (3) will result in just and reasonable rates. In its R&R, Staff ultimately concluded that the Agreement meets the three criteria for approval as a special contract under the accepted analytical framework adopted in the 01-813 Docket.

¹ The Parties incorporate by reference the Direct Testimonies of Mr. Klindt and Mr. Swan into this Joint Motion.

7. In addition, in its R&R Staff noted that Evergy had advised Staff and CURB that it would withdraw its prior request for a deferral mechanism to be adopted, given that Evergy confirmed that none of the PECNA revenues were used in establishing the revenue requirement in Evergy's most recent general rate case, Docket No. 25-EKCE-294-RTS.

8. Based on this evaluation, Staff found that the Agreement

will result in just and reasonable rates for PECNA and Evergy's remaining core customers because: 1) the PECNA Special Contract is necessary both to honor previous commitments and to encourage PECNA not only to maintain its current capacity but build to its full production capacity; 2) the Special Contract has multiple safeguards to protect Evergy and its customers as well as promoting the utilization of the generation capacity already accounted for in Evergy's system; and 3) the Contract contains significant minimum bill protections and contributions to Evergy's fixed costs while covering its variable costs to serve PECNA. Lastly, Evergy has indicated to Staff that it does not object to the withdrawal of the revenue deferral request, which Staff supports because PECNA revenues were not recognized in the setting of the revenue requirement in Docket No. 25-EKCE-294-RTS.²

Based on these findings, Staff recommended that the Commission approve the Agreement.

9. CURB was the only party to submit a response to Staff's R&R in this docket, which it filed on December 12, 2025. Utilizing the same analytical framework from the 01-813 Docket, CURB agreed with Staff's conclusions that the Agreement is necessary, will result in operational or economic benefits for other customers, and that the price and other terms of the Agreement are just and reasonable.³ Although it expressed reservations regarding the use of rate discounts and impact they may have on residential and small commercial ratepayers, CURB ultimately concluded that on the whole the Agreement should be approved because, among other benefits, the Agreement represents the last critical step to finalizing the largest economic development deal pursued under state legislation in Kansas.

² See *Staff R&R*, at p. 5.

³ See *CURB Response to Staff R&R*, at p. 4, ¶ 11.

10. No other party or entity has intervened in this docket, and there has been no objection or opposition in the record to approval of the Agreement by the Commission.

11. The evidence and the positions of the Parties unanimously support findings that the Agreement (1) is necessary, (2) will result in operational and/or economic benefits for Evergy and its customers, and (3) will result in just and reasonable rates.⁴ As demonstrated in the evidence submitted, the Agreement is necessary as it is part of the overall effort to deliver the economic development promise offered by locating PECNA's facility in Kansas, the Agreement will result in substantial benefits to Evergy and its customers as a whole, it contains numerous and important risk management tools to protect Evergy and its customers, and the Agreement will result in just and reasonable rates. Therefore, the ESA meets the requirements for approval by the Commission, and the Parties jointly request that the Agreement be approved by the Commission.⁵

WHEREFORE, the Parties respectfully request the Commission issue an order approving the Agreement pursuant to the joint statements of supports set forth herein.

Respectfully submitted,
Cathryn J. Dinges (#20848)
Senior Director and Regulatory Affairs Counsel
818 South Kansas Avenue
Topeka, Kansas 66612
(785) 575-8344
Cathy.Dinges@evergy.com

/s/ Will B. Wohlford
Will B. Wohlford #21773
Glenda Cafer (#13342)
Trevor C. Wohlford (#19443)
Morris Laing Law Firm
800 SW Jackson, Ste 1310
Topeka, Kansas 66612
Phone: (785) 430-2003
wwohlford@morrislaing.com

⁴ See e.g. Order Approving Special Contract, ¶ 11, Docket No. 24-EKSE-689-CON (citing 01-813 Docket).

⁵ The Parties note Evergy's agreement to withdraw its request for a deferral mechanism, and therefore request approval of the Agreement without inclusion or approval of a deferral mechanism and initially requested by Evergy.

gcafer@morrislaing.com
twohlford@morrislaing.com
ATTORNEYS FOR EVERY

/s/ James G. Flaherty

James G. Flaherty, #11177
Anderson & Byrd
216 S. Hickory, PO Box 17
Ottawa KS 66067
ATTORNEYS FOR PECNA

COMMISSION STAFF

/s/ Madisen K. Hane

Madisen K. Hane, # 30292
Litigation Counsel
1500 SW Arrowhead Rd
Topeka, KS 66604
Phone (785) 271-3288
Email: Madisen.Hane@ks.gov

Citizens' Utility Ratepayer Board

Joseph R. Astrab

Joseph R. Astrab, Consumer Counsel #26414
Todd E. Love, Attorney #13445
John I. Racy, Attorney #30750
Citizens' Utility Ratepayer Board
1500 SW Arrowhead Rd
Topeka KS 66604
Joseph.Astrab@ks.gov
Todd.Love@ks.gov
John.I.Racy@ks.gov

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing **Joint Motion for Approval of Special Contract** was electronically served this 5th day of January 2026 to:

WILL B. WOHLFORD, ATTORNEY
Morris, Laing, Evans, Brock &
Kennedy, Chtd.
wwohlford@morrislaing.com

MADISEN HANE
Kansas Corporation Commission
madisen.hane@ks.gov

CARLI KINNE
Panasonic Energy Corp.
carli.kinne@us.panasonic.com

SHONDA RABB
Citizens' Utility Ratepayer Board
shonda.rabb@ks.gov

BRIAN G. FEDOTIN
Kansas Corporation Commission
brian.fedotin@ks.gov

JOSEPH R. ASTRAB, ATTORNEY
Citizens' Utility Ratepayer Board
joseph.astrab@ks.gov

TODD E. LOVE, ATTORNEY
Citizens' Utility Ratepayer Board
todd.love@ks.gov

JOHN I. RACY
Citizens' Utility Ratepayer Board
john.i.racy@ks.gov

CATHRYN J. DINGES
Senior Director And Regulatory
Affairs Counsel
Eversource Energy, Inc.
Cathy.Dinges@eversource.com

CARLY MASENTHIN, LITIGATION
COUNSEL
Kansas Corporation Commission
carly.masenthin@ks.gov

JAMES G. FLAHERTY
Anderson & Byrd, LLP
jflaherty@andersonbyrd.com

DELLA SMITH
Citizens' Utility Ratepayer Board
della.smith@ks.gov

GLENDA CAFER, ATTORNEY
Morris, Laing, Evans, Brock &
Kennedy, Chtd.
gcafer@morrislaing.com

LESLIE WINES, ADMINISTRATIVE ASST.
Eversource Companies
Leslie.Wines@eversource.com

Les Trevor C. Wohlford
Trevor C. Wohlford