

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Evergy	)	
Metro, Inc. d/b/a Evergy Missouri Metro	)	
And Evergy Missouri West, Inc. d/b/a	)	No. EO-2025-0154
Evergy Missouri West for Approval of	)	
Tariffs Related to Service of Large Loads	)	

EVERGY’S INITIAL POST-HEARING BRIEF

COME NOW, Evergy Missouri Metro, Inc. d/b/a Evergy Missouri Metro (“Evergy Missouri Metro” or “EMM”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West” or “EMW”) (collectively “Evergy,” “Applicants,” or the “Company”) submit this *Initial Post-Hearing Brief* (“Brief”) to the Missouri Public Service Commission (“Commission” or “PSC”):

INTRODUCTION

To ensure that Evergy and the State of Missouri are able to attract the economic development benefits of large load customers while requiring such customers pay their respective share of incremental costs, and pursuant to Section 393.130.7,¹ Evergy seeks approval of the Large Load Power Service (“LLPS”) Rate Plan, Schedule LLPS, and accompanying riders presented in its Application and testimony, as modified by the Non-Unanimous Global Stipulation & Agreement.² As discussed herein, Staff improperly filed its own tariff proposal, forcing the Commission to choose between it and the Agreement. The Commission should adopt the Agreement rather than cede economic development opportunities to other states, including Kansas.

The American electric utility industry is in the midst of one of the most radical changes in modern times because of the influx of large load customers, such as data centers, large scale

¹ All citations are to the Revised Statutes of Missouri (2016), as amended, unless otherwise noted.

² Non-Unanimous Global Stipulation & Agreement (filed Sept. 25, 2025) (“Agreement”).

manufacturing, and other emerging demand resources, as well as the advent of artificial intelligence.³ By 2028, the United States may see \$630 billion in investment from large load customers, equating to a potential growth in demand of 38 gigawatts (“GW”).⁴ Evergy is currently negotiating with over 20 prospective large load customers with more than 6 GW of incremental load, who are actively seeking service in the Company’s territory.⁵ These large load customers will create an opportunity for Missouri to realize billions of dollars of economic development, driven by job creation, capital investment, and increased tax revenues.⁶ This phenomenon will also provide community gains through investments in schools and non-profit organizations.⁷

Missouri governors have recognized the benefits these large load customers bring to our state. Former Governor Mike Parson, as a member of the Missouri Senate, sponsored Missouri’s Data Center Sales Exemption program in 2018, now codified as Section 144.810, when it was signed into law by then-Governor Jay Nixon.⁸ Thereafter, Governor Mike Kehoe signed Senate Bill 4 (“S.B. 4”), codified at Section 393.130.7, “to attract new industry, support job growth, and maintain affordable, reliable energy for our citizens” by allowing electrical corporations to develop and submit tariffs to ensure that large load customers’ rates reflect their representative share of

³ See Ex. 100, K. Gunn Direct at 4-6.

⁴ See Ex. 104, K. Gunn Surrebuttal at 2-3.

⁵ See Ex. 100, K. Gunn Direct at 12-13. Tr. 88:21-90:9 (OPC Opening Statement) (discussing the bar graph on slide two).

⁶ Id. at 10-12; Ex. 104, K. Gunn Surrebuttal at 3-4; Ex. 401, S. Ramirez (DCC) Rebuttal at 8; Ex. 700, R. Dixon (Ameren) Surrebuttal at 7-8; Tr. 39:21-40:17. (Ameren Opening Statement); Tr. 64:21-65:7. (DCC Opening Statement); Ex. 302, G. Marke Surrebuttal at 1-2.

⁷ Tr. 76:21-77:17., 81:21-82:2. (Velvet Opening Statement) (Commissioner Kolkmeier stated: “Can [Velvet] expand into Lafayette for taxes?... My schools could use it.”). See Ex. 105, B. Lutz Surrebuttal at 22-23; Ex. 302, G. Marke Surrebuttal at 1-2.

⁸ See Ex. 700, R. Dixon (Ameren) Surrebuttal at 9-12; Ex. 106, K. Gunn Supporting Testimony at 5 (citing Ex. 102, J. Martin Direct at 12); Ex. 100, K. Gunn Direct at 12;

incremental costs to serve their demand while preventing unjust and unreasonable rates to other customers.⁹

As a regulated electrical utility, Evergy has an obligation to serve any customer who seeks service in its territory. See Sections 393.130.3. Therefore, the Commission should not consider “if” the Company “should” or “wants to” serve large load customers because of “risks” posed, as argued by the Staff of the Commission (“Staff”) and the Office of the Public Counsel (“OPC”). Rather, the question is “how” to best serve such customers pursuant to Section 393.130.7, and the Commission’s decision in this important case will set the parameters for electrical utilities satisfying their statutory obligations to provide service to all who seek it at just and reasonable rates. See Section 393.130.3; 393.130.7. Overall and per S.B. 4, the Commission must portray to large load customers that Missouri is open for business and economic development.

Based on the substantial evidence contained in the record, the Commission should approve Evergy Missouri Metro’s and Evergy Missouri West’s Application, as modified by the Agreement.

ISSUES

I. The Commission Should Approve the Agreement

On September 25, 2025, Evergy, Union Electric Company d/b/a Ameren Missouri (“Ameren”), Google LLC (“Google”), Velvet Tech Services, LLC (“Velvet”), Nucor Steel Sedalia, LLC (“Nucor”), the Data Center Coalition (“DCC”), Sierra Club (“Sierra Club”), and Renew Missouri Advocates d/b/a Renew Missouri (“Renew Missouri”) (individually “Signatory” and collectively “Signatories”) signed the Agreement recommending a resolution to all issues in

⁹ See Ex. 700, R. Dixon (Ameren) Surrebuttal at 11-12; Tr. 42:3-25. (Ameren Opening Statement); Tr. 267:24-269:13 (J. Busch (Staff)) (“Do you believe that the legislature would have adopted a requirement that the commission approved large load tariffs if the legislature believed that the whole concept of data center customers or other large load customers of Missouri was a bad idea?”); Section 393.130.7.

this proceeding and approval of the LLPS Rate Plan, as modified by the Agreement. Staff and OPC¹⁰ are the only non-signatories who oppose the Agreement.¹¹

The terms and conditions of the Agreement are a reasonable compromise of the Signatories' positions, which were based on expert analysis and were the result of lengthy negotiations with stakeholders, utilities, large manufacturers, data centers, environmental advocates, and existing large industrial customers.¹²

The Agreement, which incorporates features common to large load tariff offerings being developed nationwide, can be practically implemented.¹³ Modeled similarly to Evergy's *Joint Motion for Approval of Unanimous Settlement Agreement and Amendment of the Procedural Schedule* before the Kansas Corporation Commission, the Agreement enables Missouri to remain competitive and to attract large load customers when compared to other states with similar terms and conditions.¹⁴ Evergy's modified LLPS Rate Plan provides the regulatory certainty needed for long-term infrastructure investment and ensures that large load customers pay their fair share of system costs associated with serving their load.¹⁵ The alternative is ongoing uncertainty, delayed investment, and missed economic opportunities, all of which would run counter to the stated objectives of S.B. 4.

¹⁰ OPC was granted a "standing" oral objection at hearing as to the admission of the September 29, 2025, Supporting Testimony of Kevin Gunn. See Tr. 8:11-16, 125:10-25. However, and unlike Staff, OPC did not (at hearing or through any filing) object to the Agreement itself by the October 2, 2025, deadline for doing so (seven days after the September 25, 2025 filing of the Agreement). See 20 CSR 4240-2.115(2)(B). Further, OPC has never "identified] the specific provision of the stipulation and agreement that is objected to and provide[d] a reason for each objection," as required. See id. Accordingly, the Commission should consider OPC's "[f]ailure to file a timely objection" to "constitute a full waiver of that party's right to a hearing," and entirely reject OPC's position and hearing evidence in this matter. See id. However, out of an abundance of caution, the Company will respond to OPC's arguments within this brief.

¹¹ The Empire Electric Company d/b/a Liberty does not object to the Agreement.

¹² See Ex. 106, K. Gunn Supporting Testimony at 2, 17; Tr. 73:13-22. (Nucor Opening Statement); Tr. 77:18-25. (Velvet Opening Statement); Tr. 125:5-126:7 (R. Dixon (Ameren)); Ex. 101, B. Lutz Direct at 6; Tr. 30:10-14, 61:13-16 (Google Opening Statement).

¹³ See Ex. 106, K. Gunn Supporting Testimony at 17.

¹⁴ See Ex. 104, K. Gunn Surrebuttal Testimony, Sched. KDG-1.

¹⁵ See Ex. 106, K. Gunn Supporting Testimony at 2.

As such, the Agreement resolved all issues regarding the terms and conditions of the tariff, as set forth in issues C,¹⁶ D,¹⁷ E,¹⁸ F,¹⁹ G,²⁰ H,²¹ J,²² Q,²³ S,²⁴ and T²⁵ of the *Jointly Proposed List of Issues*.²⁶ The Company's position on these issues is as reflected in the Agreement, which Evergy and the other Signatories request that the Commission approve in its entirety.

The issues that remain among Evergy, Staff, and OPC are those not reflected in the Agreement: A, B, K, L, M, N, O, P, R., and U. The remainder of this brief will address these unresolved issues.

II. Remaining Issues for the Commission's Resolution

A. Should the Commission adopt Evergy's or Staff's conceptual tariff, rate structure, and pricing in order to comply with Mo. Rev. Stat. Section 393.130.7?

Approving Staff's Suggested Tariff Violates Missouri Statutes

The Commission should adopt Evergy's conceptual tariff, rate structure and pricing reflected in the Agreement. Evergy, as an electrical corporation, developed and submitted its LLPS Rate Plan to the Commission pursuant to Section 393.130.7. However, contrary to the explicit language of Section 393.130.7 ("each electrical corporation ... shall develop and submit to the commission schedules to include in the electrical corporation's service tariff applicable to customers who are reasonably projected to have above an annual peak demand of [100 MW] or

¹⁶ See Agreement at 2.

¹⁷ Id. at 11-12, 18-20.

¹⁸ Id. at 2-3, 21.

¹⁹ Id. at 4.

²⁰ Id. at 12-18.

²¹ See Agreement at 6-7.

²² Id. at 21.

²³ See Ex. 106, K. Gunn Supporting Testimony at 17.

²⁴ Id. at 10-13.

²⁵ See Agreement at 11-12, 18-20.

²⁶ See Jointly Proposed List of Issues (Sep. 18, 2025).

more”), Staff impermissibly filed and is advocating for its own tariff in this proceeding.²⁷ As this unprecedented tariff filing by Staff contravenes the statutory authority explicitly reserved for an electrical corporation, the Commission should wholly reject Staff’s competing tariff submission and approve the Agreement, which would in turn conclude this case in full.

Staff’s and OPC’s Improper Delay Request

As another threshold matter, Staff and OPC improperly asserted for the first time during hearing opening statements that this proceeding should be paused in favor of creating a Commission workshop, purportedly requiring other potential large load customers to justify future development in Missouri and then negotiate another tariff, and/or that the final Report & Order for this proceeding should be delayed to somehow coincide with Ameren’s separate LLPS case.²⁸ First, these new contentions must be rejected because opening statements are not evidence,²⁹ and to the extent they were echoed by Staff or OPC witnesses on the stand, they must also be rejected for their violation of due process and the Commission’s Rule requiring pre-filed testimony. See 20 CSR 4240-2.130(7) & (10).

Second, as discussed above, following a nationwide review of similar offerings, Evergy’s tariff proposal was developed by vetting with potential customers and stakeholders. The Company solicited participation from Staff and OPC and held two conferences for stakeholder discussions in this process, and even met with Staff and OPC on November 7, 2024, prior to filing its tariffs to receive input.³⁰ However, without notice to the Commission or other relevant parties, and instead of engaging with Evergy’s tariff, Staff invented its own proposal in its Report and

²⁷ See Ex. 104, K. Gunn Surrebuttal at 9-10; Tr. 269:23-270:15. (J. Busch (Staff) (“I don’t believe it’s [Staff’s] role to create barriers to entry for any...customer to come into the state.”)).

²⁸ Tr. 29:24-30:1 (Staff Opening Statement); Tr. 88:8-16, 119:10-14 (OPC Opening Statement);

²⁹ In re Ameren’s Voluntary Green Program/pure Power Program Tariff Filing, No. EO-2013-030, 2013 WL 1088576, at *4 (Mar. 6, 2013) (“the assertions, allegations, and statements of attorneys in pleadings, briefs or oral arguments do not constitute evidence”) (citing Missouri cases).

³⁰ See Ex. 105, B. Lutz Surrebuttal at 26-27.

Recommendation (“Staff Rec.”).³¹ Still, Evergy reached out to OPC on September 18th, as well as Staff on September 19th and 23rd for the Settlement Conference and Evergy’s individual conversation with Staff in final attempts at settlement, without success.³²

Because of this and given the diametrically opposed tariffs before the Commission, a workshop now would be akin to kicking the can to the detriment of this state, especially since they tend to span months or even years.³³ Derailing this case for a workshop would effectively forego large load customers’ economic development opportunities in Missouri, because they “shop” jurisdictions based on constructive regulatory frameworks.³⁴ The same is true for any artificial delay simply due to the later timing of Ameren’s LLPS case. Rather, the Commission has an opportunity in this case to provide direction applicable to Ameren’s proceeding and any future LLPS proceeding for Liberty, and time is of the essence for Missouri utilities to onboard already-interested customers. Therefore, if, notwithstanding the impropriety of Staff’s pursuit of its own tariff, the Commission allows for this requested delay, it will be effectively denying the tariff and forcing customers to look elsewhere to locate. Speed to market is fundamental to the customers’ interest, and another almost year-long delay will essentially close Missouri to this once in a generation economic development opportunity.

The Commission Should Adopt the Agreement, Not Staff’s Tariffs

The Commission should approve the Agreement, promoting a tariff that appropriately balances the risks and benefits presented by large load customers and is agreed upon by diverse stakeholders.³⁵ See Section 393.130.7. Again, the Agreement ensures that large load customers’

³¹ Id.

³² See Tr. 141:5-142:14 (K. Gunn).

³³ See Tr. 263:8-266:2 (Ameren Cross-Examination of G. Marke).

³⁴ See Ex. 102, J. Martin Direct (adopted by Jason Klindt) at 5.

³⁵ See Ex. 700, R. Dixon (Ameren) Surrebuttal at 4.

rates reflect a representative share of the incremental costs to serve their load, protects non-LLPS and existing customers, and it fosters economic growth and regulatory certainty in Missouri.

In direct contrast, Staff’s “novel” approach to its tariff proposal would substitute Staff’s viewpoint for the statute and for the economic development policy of the state.³⁶ As discussed in Staff witness Mr. Busch’s hearing testimony, Staff’s tariffs were essentially created in a vacuum.³⁷ Staff did not receive or seek any input from any large load customers, Missouri’s electrical utilities, DCC, the Department of Economic Development (DED), the Department of Natural Resources (“DNR”), the Division of Energy in DNR, or any outside consultants specializing in economic development, data centers, or large load customers.³⁸ Staff only relied on in-house employees, specifically Staff witness Ms. Lange, to develop its tariff recommendations.³⁹ According to Mr. Busch, Ms. Lange merely “took the ball and ran with” it.⁴⁰ Staff (Ms. Lange) did not model its tariff after any adopted or proposed large load customer tariffs in other states.⁴¹ Staff “creates a barrier to economic development in Missouri” because the “proposal that Staff has put together is far outside the norm in the industry right now. And those are competitive factors that [large load customers are] looking at.”⁴²

Regarding rates, the Agreement is very transparent as to how each customer will be billed and for what charges.⁴³ Its Exhibit A provides reasonable, near-term certainty pertaining to initial pricing.⁴⁴ The Agreement also recognizes that rates will need to be adjusted and updated after the first general rate case in which there is at least one 75 megawatt (MW) or greater Schedule LLPS

³⁶ See Tr. 263:19-264:12 (J. Busch); Tr. 44:17-45:18 (Ameren Opening Statement).

³⁷ See Tr. 215:7-22, 263:19-264:12 (J. Busch).

³⁸ Id.; Tr. 58:21-59:2 (Google’s Opening Statement).

³⁹ See Tr. 215:23-216:14 (J. Busch).

⁴⁰ Id.

⁴¹ See Tr. 263:20-264:8 (J. Busch); Ex. 704C, S. Wills (Ameren) Surrebuttal at 13-14.

⁴² See Tr. 126:3-15(R. Dixon (Ameren) - Chair Hahn); Ex. 704C, S. Wills (Ameren) Surrebuttal at 13-14.

⁴³ See Agreement at 7, 9.

⁴⁴ See Ex. 106, K. Gunn Supporting Testimony at 14.

customer reflected in the test year and analyzed in the Company's Class Cost of Service ("CCOS").⁴⁵ Evergy spent a considerable amount of time conducting preparatory work in surveying the national and industry-wide large load tariff landscape prior to drafting its tariff rate structure.⁴⁶ Notably, the rate structure is firmly based in energy sales.⁴⁷ As more customers integrate into Evergy's system, the amount of energy load consumed will increase, thereby reducing the average costs for all customers because the Company's fixed costs to serve those customers will be distributed across more kilowatt-hours.⁴⁸

Conversely, Staff's proposed rate structure reflects no such rigor in its conceptualization or construction. Staff proposes an overhaul of virtually every charge for large-load customers by carving out purportedly attributable costs through complex rate determinants.⁴⁹ This redesign rests on the unsubstantiated premise that existing cost-allocation frameworks cannot produce cost-causative rates for large loads, despite the industry's emerging focus on clear terms and conditions that fairly assign costs while protecting other customers.⁵⁰ And, Staff offers no evidence to support abandoning the current trending methodology.⁵¹

Specifically, the rate structure in Staff's original proposal filed in its rebuttal testimony includes distinct pricing for 25 elements, many of which depend on tracking deviations to execute billing.⁵² For example, Staff proposes additional charges, such as the Load-Servicing Energy Charge, Variable Fixed Revenue Contribution, Stable Fixed Revenue Contribution, Demand Deviation Charge, Imbalance Charge, and the Southwest Power Pool ("SPP") Capacity Shortfall

⁴⁵ See Agreement at 7-8.

⁴⁶ See Ex. 105, B. Lutz Surrebuttal at 27.

⁴⁷ See Ex. 101, B. Lutz Direct at 67.

⁴⁸ Id.; Ex. 401E, Corrected Rebuttal Testimony of S. Ramirez at 8.

⁴⁹ See Ex. 551, C. Berry Surrebuttal at 7.

⁵⁰ Id.

⁵¹ Id.

⁵² See Ex. 105, B. Lutz Surrebuttal at 29-30.

Rate.⁵³ These charges are unduly discriminatory and include price levels heavily dependent on volatile variables beyond Evergy's control, as well as increase the cost uncertainty to which the large load customer may be exposed.⁵⁴ This rate design represents a unbundling not seen in Missouri or nationwide.⁵⁵ Shifting to highly granular, component-based billing would impede economic development by adding complexity, diminishing transparency, and introducing greater financial risk for large customers.⁵⁶ The over-complexity of Staff's pricing structure was further evident at hearing, when Ms. Lange testified regarding the considerable increase in average dollar per kilowatt hour pricing for EMM and EMW under Staff's revised approach presented for the first time in Staff's surrebuttal testimony.⁵⁷

Adding additional complexity, in Ms. Lange's surrebuttal testimony, Staff abandons its original rate design proposal (which included mandatory time of use rates) in favor of two alternative approaches: (1) a fixed energy rate option; and (2) an Optional Energy Agreement option. As explained herein, neither rate approach is practical, workable, or expected to meet the needs of LLPS customers, and must therefore be rejected.

As originally proposed in Ex. 207 (Lange Schedule 1, page 3 of 6), Staff's proposed fixed energy charges were \$0.055 per kwh for EMM, and \$0.053 per kwh for EMW. However, when Staff's other charges were considered, Staff's original proposal contained in its rebuttal testimony would have produced an average energy charge of \$0.0789 and \$0.0650 per kwh for EMM and EMW respectively.⁵⁸ During cross-examination by Ameren Missouri's counsel, it was demonstrated that under Staff's revised fixed rate option proposal in its surrebuttal testimony,

⁵³ See Ex. 551, C. Berry (Google) Surrebuttal at 11-13.

⁵⁴ See Ex. 104, K. Gunn Surrebuttal at 17.

⁵⁵ Id. 10-11; Ex. 704C (S. Wills (Ameren) Surrebuttal at 4.

⁵⁶ See Ex. 104, K. Gunn Surrebuttal at 10-11.

⁵⁷ See Ex. 705, Revised Workpaper of Sarah Lange; Ex. 706, Modified Lange Workpaper; Vol. III, Tr. 99:16-103:13 (Sarah Lange).

⁵⁸ Ex. 705; Vol. III, Tr. 87.

Staff's revised rate proposed a substantially higher average energy charge per kwh for LLPS customers. Under Staff's revised approach, the average kwh charges would be \$0.1138 and \$0.958 per kwh for EMW, assuming a 100% load factor.⁵⁹ By comparison, Evergy's average per kwh charges are \$0.0692 and \$0.0660 per kwh for EMM and EMW, respectively.⁶⁰ Staff's revised fixed energy charges proposed in Lange's surrebuttal represented a 42.1% and 47.4%⁶¹ increase for EMM and EMW respectively from Staff's original proposal.⁶²

During the hearings, Ms. Lange candidly observed that it would be "irrational" for a LLPS customer to choose the Staff's fixed rate option, unless the customer had a very bad load pattern.⁶³ Ms. Lange testified that "frankly, I would hope that they wouldn't" choose Staff's fixed rate option.⁶⁴

Staff's second option, the Optional Agreement for Payment of Actual RTO Charges, was briefly described in Ex. 207, Schedule 1, Page 3 of 6 as follows:

The Service Agreement may include terms specifying that the LLPS customer agrees to pay all charges received by [EMM/EMW] for service at the LLPS customer's commercial pricing node, including but not limited to charges for the day ahead market, the real time market, all ancillary services, and all other charges applicable under SPP's OATT, including administrative and transmission charges. However, these charges will not include any capacity auction charges or revenues.

⁵⁹ Vol. III, Tr. 99-100.

⁶⁰ Ex. 705 and Ex. 706.

⁶¹ During the evidentiary hearings, there was an error in calculating the percentage increase for EMW. (See Vol. III, Tr. 100). Instead of 21%, as identified in the hearings, the correct percentage increase for EMW should have been 47.4%:

	<u>EMM</u>	<u>EMW</u>
Ex.706 (Surrebuttal)	\$0.1121	\$0.0958
Ex.705 (Rebuttal)	<u>0.0789</u>	<u>0.0650</u>
Difference	0.0332	0.0308

Increase to Ex. 705 Pricing	42.1%	47.4%
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⁶² Vol. III, Tr. 99-100. Staff's workpapers in Ex. 705 and 706 show that the annual revenues for EMM increase from \$225.521 Million under Staff's original proposal to \$320.556 Million for EMM.

For EMW, the annual revenues increase from \$185.770 Million to \$273.918 Million.

⁶³ Vol. III, Tr. 96, 100-01.

⁶⁴ Vol. III, Tr. 88-89 [emphasis added].

Under Staff's Optional Agreement for Payment of Actual RTO Charges, a LLPS customer would be totally exposed to the RTO market over the term of the service agreement.⁶⁵ Such an option is really no option at all if the LLPS customer wants some certainty and control over its electricity charges. This Staff proposal is not workable, practical, or expected to meet the needs of the LLPS customer.

Staff's rate structure is far from "a balance between customer understandability, ease of administration, and the alignment of cost/expense recovery with cost/expense causation."⁶⁶ As stated by Evergy witness Mr. Lutz, Evergy "cannot foresee how a large load customer or the Company on behalf of the large load customer could confidently model the expected rate to inform their site selection efforts."⁶⁷ Indeed, "[i]f the Staff wishes to drive away all large load customers from the State, this design is tailor-made to achieve that goal."⁶⁸

In sum, only the Agreement's rate design is based on a lawful and prudent revenue requirement, allocated equitably and fairly among Evergy's customer classes, grounded in conventional ratemaking principles, and in accordance with Section 393.130.7 and industry standard.⁶⁹ The Commission should approve the Agreement, not the proposals advocated by Staff and OPC.

B. Can the Commission establish terms and conditions to exclude otherwise eligible customers from receiving EDR discounts?

No, the Commission cannot establish terms and conditions to exclude eligible customers from receiving Economic Development Rider ("EDR") discounts, based on a plain reading of

⁶⁵ Vol. III, Tr. 102-103.

⁶⁶ See Ex. 201, Staff Rec. at 39.

⁶⁷ See Ex. 105, B. Lutz Surrebuttal at 29-30. See also Vol. III, Tr. 127:6-22 (R. Dixon (Ameren) – Chair Hahn).

⁶⁸ See Ex. 105, B. Lutz Surrebuttal at 30.

⁶⁹ See Ex. 106, K. Gunn Supporting Testimony at 18; Ex. 101, B. Lutz Direct at 21-29, 70; Ex. 105, B. Lutz Surrebuttal at 26-27; Ex. 200, J. Busch Rebuttal at 5.

Section 393.1640.⁷⁰ Section 393.1640.1(2) provides that if any new load is reasonably projected to be more than 10 MW, the discount percentage shall be determined to provide revenues equal to 120% of the electrical corporation's variable cost to serve the load. The EDR "discount shall apply for ten years" and "shall be a percentage applied to all base-rate components of the bill." See 393.1640.1(2) [emphasis added]. The obligatory language of "shall" provided in Section 393.1640 establishes the EDR as "mandatory" or "automatic" for all eligible customers.⁷¹

OPC failed to provide any pre-filed testimony regarding this issue but improperly offered an incorrect reading of Section 393.1640.1(2) in its position statement, noting that: "The electrical corporation may include in its tariff additional or alternative terms and conditions to a customer's utilization of the discount, subject to approval of such terms and conditions by the commission [emphasis added]."⁷² Contrary to OPC's interpretation, the Commission is not an "electrical corporation," and "may" is permissive, not obligatory.

Accordingly, Missouri law unambiguously "requires the Company to offer the EDR to qualifying customers," which the Commission is not statutorily empowered to alter.⁷³

K. Are changes needed for the Emergency Energy Conservation Plan tariff sheet and related tariff sheets to accommodate LLPS customers?

No. Staff's and OPC's alleged need to modify Evergy's Emergency Energy Conservation Plan tariff to include LLPS customers misreads Evergy's Rules and Regulations.⁷⁴ Specifically, Staff and OPC recommend that: "Customers taking service under Schedule LLPS may be

⁷⁰ See Ex. 104, K. Gunn Surrebuttal at 18; Staff Rec. at 33-34.

⁷¹ See Tr. 155:4-25 (K. Gunn – Chair Hahn).

⁷² See OPC Position Statement at 2.

⁷³ See Ex. 100, K. Gunn Direct at 24.

⁷⁴ See Ex. 201, Staff Rec. at 111-112; Ex. 301, G. Marke (OPC) Rebuttal at 25.

interrupted during grid emergencies under the same circumstances as any other customer [emphasis added]" and be subject to mandatory curtailment.⁷⁵

As discussed by Evergy witness Mr. Lutz and Staff witness Ms. Eubanks, EMW's and EMM's Emergency Energy Conservation Plan are memorialized in Section 8 and Section 17 of their Rules and Regulations, respectively.⁷⁶ In the event of emergency conditions, the Emergency Energy Conservation Plan permits EMW and EMM to give prompt notice to its "customers who will be advised that this Emergency Energy Conservation Plan has been implemented by the Company."⁷⁷ As defined in EMW's and EMM's Rules and Regulations, "Customer" means "any person applying for, receiving, using, or agree to take a class of electric service supplied by the Company under one rate schedule ... [emphasis added]."⁷⁸

Per the definition of "Customer," the "default is that all customers are the same" when subject to energy curtailment unless the load is deemed to be an essential service.⁷⁹ Essential services are loads needed to operate the system and to protect public health, safety, and welfare, and may be exempt from the curtailment plans at the Company's discretion.⁸⁰ However, most large load customers are not defined as "essential services," thus, the "customers" would be subject to curtailment per EMW's and EMM's Rules and Regulations.⁸¹ Additionally, it would be arbitrary and unduly discriminatory to subject a specific class of electric service "to be the first line of defense when involuntary curtailments are required."⁸² Mandatory curtailment for large

⁷⁵ See Ex. 201, Staff Rec. at 111-112. See also Ex. 301, G. Marke (OPC) Rebuttal at 25 ("I recommend that service under the LLPS schedule be subject to mandatory emergency curtailments as warranted.").

⁷⁶ See Ex. 105, B. Lutz Surrebuttal at 21; Ex. 201, Staff Rec. at 111-112.

⁷⁷ See EMW Rules & Regulations, Revised Sheet No. R-55-R-56 (Dec. 2, 2022) ("EMW's Rules and Regulations"); EMM Rules & Regulations, Revised Sheet No. 1.59-1.60 (Dec. 2, 2022) ("EMM's Rules and Regulations").

⁷⁸ See EMW's Rules and Regulations, Revised Sheet No. R-4, F.; EMM's Rules and Regulations, Revised Sheet No. 1.05.

⁷⁹ See Tr. 191:13-192:2 (D. Brown).

⁸⁰ See Ex. 105, B. Lutz Surrebuttal at 21.

⁸¹ Id.

⁸² See Ex. 400, K. Higgins (DCC) Rebuttal at 18-19.

loads like data centers could disrupt services across healthcare, financial services, transportation, e-commerce, and other sectors that depend on the centers for services and data storage.⁸³

Schedule LLPS customers are subject to Evergy's Emergency Energy Conservation Plan, and so no changes are need nor should they be ordered by the Commission.

L. What studies should be required for customers to take service under the LLPS tariff?

Evergy should not be required to condition Schedule LLPS service for large load customers on completion of any studies proposed by OPC. OPC proposes three studies to be required of large load customers: Power Usage Effectiveness ("PUE"), Water Usage Effectiveness ("WUE"), and total harmonic distortion ("THD").⁸⁴

However, witness Marke's recommendation for these studies is admittedly "unique," as OPC and Evergy have not "seen other regulatory filings that contemplated water usage, power effectiveness, and what the impact is at the local distribution level."⁸⁵ This is because the studies are focused on behind-the-meter efficiencies and are not a normal component of an electrical utilities' large load processes.⁸⁶ As shown by Velvet's cross-examination, OPC also failed to submit a single data request to Velvet (Meta) regarding Velvet's hyper-scale data center in Kansas City and the information it reports.⁸⁷ Meta produces multiple reports each year specifically reflecting its PUE and WUE for its data centers, so the information sought by OPC may already be publicly available.⁸⁸ Additionally, it would be unduly discriminatory to require such studies

⁸³ Id.

⁸⁴ See Ex. 301, G. Marke (OPC) Rebuttal 5-15; Tr. 24:9-17 (C. Eubanks) (Marke is "referencing metrics that don't necessarily apply to customers that aren't data centers.").

⁸⁵ See Tr. 246:21-247:7 (G. Marke (OPC)).

⁸⁶ See Ex. 104, K. Gunn Surrebuttal at 20-21; Tr. 156:5-25 (K. Gunn – Chair Hahn).

⁸⁷ See Tr. 248:17-249:1 (G. Marke (OPC)).

⁸⁸ See Tr. 80:23-81:20 (Velvet Opening Statement – Commissioner Kolkmeyer); Meta, "For a better reality," 2024 Sustainability Report at 84, 93; Meta, "Environmental Data Index," 2025 Sustainability Report at 9-10.

because these metrics are particular to data centers and not relevant to advanced manufacturing or other non-data centers.⁸⁹

Moreover, regarding OPC's recommendation pertaining to total harmonic distortion, Evergy requires all transmission system interconnections by customers to satisfy the Company's Transmission Interconnection Standard requirements, which includes harmonics.⁹⁰ The Interconnection Standard is in accordance with IEEE Standard 519, so no further study should be ordered.⁹¹

Relatedly, Staff recommends that any expenditures associated with OPC's recommended studies be tracked for future recovery from LLPS customers in a customer charge, such as a Non-Coincident Peak or demand charge.⁹² However, to properly evaluate and bill the LLPS customer in line with Staff's recommendation, Evergy and the Company would first need to determine the reasonable standard for each metric and then assign a numerical value to any metric that is not met.⁹³ This would not only create unnecessary administrative burden, it would also be unduly discriminatory to require these "external costs" — costs beyond the fixed and variable costs incurred to provide electrical service to the customer per Section 393.130.7 — in Evergy's revenue requirement.⁹⁴ See Section 393.130.1. Staff further recommends that the Commission require Evergy to issue an annual report regarding the Company's large load customers, but this issue has been resolved by the Agreement. See Agreement at 18.

⁸⁹ See Ex. 104, K. Gunn Surrebuttal at 21; Ex. 205, C. Eubanks (Staff) Corrected Surrebuttal at 3-4 (PUE and WUE are "not helpful as a metric for other large users such as manufacturing.").

⁹⁰ See Ex. 104, K. Gunn Surrebuttal at 22. See also Ex. 205, C. Eubanks (Staff) Corrected Surrebuttal at 4 (agreeing with OPC's recommendation for total harmonic distortion).

⁹¹ See Ex. 104, K. Gunn Surrebuttal at 22.

⁹² See Ex. 207, S. Lange Surrebuttal at 28.

⁹³ See Ex. 104, K. Gunn Surrebuttal at 21 ("Would [Evergy] deny service to customers based on these metrics?").

⁹⁴ See Tr. 255:21-256:15. (G. Marke) ("[S]ay the water costs, if the utility is not paying that cost, how does it end up in the revenue requirement?... "I don't know.").

Thus, requiring Evergy to include tariff provisions that compel large load customers to perform studies and report information on metrics outside of Evergy's control (and which they may already collect and publicly report anyway), would be redundant and/or create unnecessary barriers to entry and administrative burdens.

M. Should a form customer service agreement be included in the Commission approved LLPS tariffs resulting from this case?

No. Evergy is not proposing and should not be required to provide a standard "form" service agreement with its LLPS tariffs, as requested by Staff witness Eubanks.⁹⁵

Evergy's large load customer base is highly diverse, and each project requires memorializing customer-specific, non-rate terms and conditions, such as load characteristics, contract capacity forecasts, construction cost recovery, operating procedures, and rider elections into the customer's service agreement.⁹⁶ Additionally, the LLPS framework relies on a coordinated set of agreements, such as construction and planning, bilateral capacity, program participation, and billing exhibits, so commercial and operational terms align with each project's distinctive requirements and timing.⁹⁷ These are details that cannot be captured accurately in a one-size-fits-all template.

Moreover, each service agreement is governed by the four corners of Evergy's tariff.⁹⁸ Contrary to Staff's assertions, the Company cannot authorize any provisions in the service agreement not permitted by the tariff.⁹⁹ Further, to ensure adequate compliance and transparency, Evergy "anticipates making individual service agreements available to the Commission and the

⁹⁵ See Ex. 205, C. Eubanks (Staff) Corrected Surrebuttal at 3, 5-7.

⁹⁶ See Ex. 101, B. Lutz Direct at 62-63; Agreement at 3.

⁹⁷ See Ex. 101, B. Lutz Direct at 65-66.

⁹⁸ See Tr. 150:4-151:6 (K. Gunn).

⁹⁹ Id.; Ex. 205, C. Eubanks (Staff) Corrected Surrebuttal at 6; Ex. 201, Staff Rec. at 76.

parties as requested,” subject to confidentiality protections of the LLPS customer, but should not be required to be approved by the Commission.¹⁰⁰

As Mr. Gunn explains, forcing all material terms into a fixed “form” service agreement would be overly prescriptive, constrain necessary utility judgment, and add administrative burden, contrary to Section 393.130.7.¹⁰¹ Individualized service agreements provide reviewable documentation that accommodates each large load customer’s unique profile, while protecting non-participants and maintaining efficient Commission administration and reliable service to customers.

OPC offers no pre-filed testimony on this issue but asserts a blanket agreement to Staff’s position in its Position Statement.¹⁰² For these reasons, this issue should be denied.

N. Should Evergy be required to disclose information about prospective customers? (a) If so, what review should the Commission have of prospective customers and terms applicable to specific customers? (b) In what case should said review occur?

Evergy should not be required to disclose prospective customer information. Staff witness Mr. Busch argues that the Commission should require Evergy to provide lists of actual potential customer including the customers’ anticipated loads, along with Evergy’s plan to satisfy the load.¹⁰³ However, this would severely increase the Company’s and the Commission’s administrative burden and further create barriers to entry, while decreasing the customers’ speed-to-market and thus detracting from their interest in Missouri.¹⁰⁴

As discussed by Evergy’s Mr. Gunn, as reflected in the Agreement, and in the interest of transparency, the Company has proposed that it file annual compliance reports with the

¹⁰⁰ See Ex. 101, B. Lutz Direct at 65.

¹⁰¹ See Ex. 104, K. Gunn Surrebuttal at 8-9; Tr. 150:4-151:6 (K. Gunn); Ex. 205, C. Eubanks (Staff) Corrected Surrebuttal at 6-7.

¹⁰² See OPC Position Statement at 10.

¹⁰³ See Ex. 200, J. Busch Rebuttal at 12.

¹⁰⁴ See Ex. 104, K. Gunn Surrebuttal at 9.

Commission to communicate the new or expanded LLPS customers along with the total estimated load under Schedule LLPS.¹⁰⁵ The Company will provide this information at least annually to the Commission on an anonymous basis to protect its large load customers' proprietary information.¹⁰⁶ As of today, Evergy has furnished substantiating information to the extent permissible while withholding customer-identifying particulars that are commercially sensitive and subject to nondisclosure obligations.¹⁰⁷ However, Evergy cannot publicly disclose the identity of prospective customers, their anticipated load ramps, facility size, or specific site locations, much of which depends on negotiations that those customers may be conducting with Missouri counties and other third parties.¹⁰⁸ Evergy also should not be required to provide the Commission with its prospective customer list, as this is not consistent with regulatory practices and PSC precedent.

Additionally, the Commission is not authorized to review Evergy's potential LLPS customers and their applicable terms, as proposed by Staff.¹⁰⁹ Section 393.130.7 permits electrical utilities to develop and submit schedules to "reasonably ensure" cost allocation between customers.¹¹⁰ If every element of service required lengthy pre-approval, the utility would lose the flexibility to respond promptly to customer needs, causing delays that drive prospective customers to states with more agile regulatory regimes and undermining Missouri's economic development.¹¹¹ The Missouri legislature recognized that tariff flexibility, subject to Commission oversight, adequately preserves the utility's management discretion, and is essential to meeting

¹⁰⁵ See Ex. 100, K. Gunn Direct at 25; Agreement at 18.

¹⁰⁶ See Ex. 100, K. Gunn Direct at 25.

¹⁰⁷ See Tr. 148:3-149:18 (K. Gunn).

¹⁰⁸ Id.

¹⁰⁹ See Ex. 104, K. Gunn Surrebuttal at 9; Ex. 205, C. Eubanks (Staff) Corrected Surrebuttal at 6-7; Ex. 201, Staff Rec. at 74.

¹¹⁰ See Ex. 104, K. Gunn Surrebuttal at 9; Section 393.130.7.

¹¹¹ See Ex. 104, K. Gunn Surrebuttal at 9.

diverse, evolving large load customers' needs while maintaining just and reasonable rates for all customer classes.¹¹²

Moreover, Evergy is already prohibited from making false or misleading statements in its earnings calls or in filings with the Securities and Exchange Commission.¹¹³ Staff's "fear" that the Company might "overstate the potential number of customers and load growth that could locate in its service territory" is unsubstantiated.¹¹⁴ Evergy cannot simply "overstate" its capacity requirements to build more generation than it practically needs so it can earn more revenue through customer rates. Every generation facility Evergy seeks to build requires a Commission-approved Certificate of Convenience and Necessity ("CNN") where the Commission will determine whether the facility is necessary or convenient and in the public interest.¹¹⁵ The "need" for the facility will be determined, and Staff will be permitted to submit testimony and its analysis related thereto.¹¹⁶

Finally, as discussed in Evergy witness Mr. Martin's (as adopted by Jason Klindt) testimony, the Company's "Path to Power" is an extensive LLPS customer approval process, which alleviates customer uncertainty.¹¹⁷ The "Path to Power" includes a thoroughly vetted five-step process for LLPS customers to receive service under Schedule LLPS.¹¹⁸ An LLPS applicant enters Evergy's active queue by completing intake, demonstrating site control, executing a Letter of Agreement, and providing a study deposit.¹¹⁹ Evergy then coordinates SPP's Attachment AQ studies and related network evaluations, while the parties negotiate standardized interconnection and facilities agreements supported by financial assurances.¹²⁰ Upon completion of studies and

¹¹² Id.

¹¹³ See Tr. 148:3-149:18 (K. Gunn).

¹¹⁴ See Ex. 200, J. Busch Rebuttal at 6; Ex. 104, K. Gunn Surrebuttal at 9, 15-16.

¹¹⁵ See Tr. 224:7-19 (J. Busch); Ex. 702, A. Arora (Ameren) Surrebuttal at 9; 20 CSR 4240-0.045.

¹¹⁶ See In re Tartan Energy Co., 1994 WL 762882 at *6-15, No. GA-94-127 (1994).

¹¹⁷ See Agreement at 21.

¹¹⁸ See Ex. 102, J. Martin Direct at 9-12.

¹¹⁹ Id. at 10.

¹²⁰ Id. at 11.

execution of agreements, Evergy constructs dedicated and network facilities, with any necessary interim capacity procured and charged to the customer.¹²¹ Service commences under Schedule LLPS once those facilities are placed in service and applicable tariff charges take effect.

OPC offers no pre-filed testimony on this issue but has asserted a blanket agreement to Staff's position in its Position Statement.¹²² Based on the foregoing, the Commission should neither compel Evergy to disclose the identities or characteristics of prospective LLPS customers nor assert pre-approval review over those customers or their terms. The information provided by the Company in both public disclosures, as well as data request responses, is sufficient for the Commission to approve the tariff.

O. Should LLPS customers be included in the FAC? (a) What, if any, changes should be made to Evergy's existing FAC tariff sheet? (b) When/in what case should these changes be made? (c) What if any FAC related costs should the Commission order tracked?

LLPS customers should be included in Evergy's fuel adjustment clause ("FAC"). The FAC tariff sheet should not be changed, and FAC-related costs should not be tracked.¹²³

OPC proposes that the Commission order Evergy to split its FAC, one for LLPS customers and a second for non-LLPS customers, because OPC contends that otherwise non-LLPS customers will pay for some of the increased costs incurred through the FAC, thereby subsidizing LLPS customers.¹²⁴ However, this is improper pursuant to Section 386.266(5) because the "Commission shall have the power to approve, modify, or reject adjustment mechanisms" regarding the FAC "only after providing the opportunity for a full hearing in a general rate proceeding. See 386.266(5) [emphasis added].

¹²¹ Id. at 11-12.

¹²² See OPC Position Statement at 10.

¹²³ See Ex. 105, B. Lutz Surrebuttal at 33.

¹²⁴ See Ex. 300, L. Mantle Surrebuttal at 2-3; Ex. 201, Staff Rec. at 64.

Moreover, Ms. Mantle testified that her analysis did not account for the benefits LLPS customers provide, including lowering Evergy's fixed costs when integrating their load between the Company's rate cases.¹²⁵ Ms. Mantle admitted that she "was not looking at the fixed costs."¹²⁶ Not only will LLPS customers contribute to Evergy's fixed costs, but the revenues generated and collected from the new renewable energy/carbon free riders in the LLPS Rate Plan will be credited through the FAC, thus lowering all customers' fuel costs.¹²⁷ OPC's analysis is flawed and should be disregarded.

Staff proposes that FAC costs specific to LLPS customers "should be tracked and recorded as a regulatory asset or liability until the next rate case."¹²⁸ However, as discussed in Mr. Lutz's and Mr. Brown's testimonies, FAC cost separation is only permissible if the LLPS customers are registered to a separate pricing node, a notion recently voted down by SPP.¹²⁹ Even Staff admits "it is difficult to isolate the expenses caused by LLPS customers that would otherwise be flowed through the FAC."¹³⁰

The Commission should reject the unsupported and deficient arguments of OPC and Staff regarding the FAC.

P. Should LLPS customers be registered with a separate Southwest Power Pool ("SPP") commercial pricing node (subject to SPP support) or alternatively should Evergy be required to provide the Staff-recommended data (Appendix 2, Schedule 2) Node?

No. The Commission, consistent with the SPP Market Working Group, should reject Staff's proposal to require LLPS customers to register with a separate SPP commercial pricing

¹²⁵ See Tr. 217:5-11 (L. Mantle (OPC)).

¹²⁶ See Tr. 232:6 (L. Mantle (OPC)).

¹²⁷ See Ex. 100, K. Gunn Direct at 24-25.

¹²⁸ See Ex. 201, Staff Rec. at 66.

¹²⁹ See Tr. 194:3-22 (D. Brown); Ex. 105, B. Lutz Surrebuttal at 33.

¹³⁰ Staff Rec. at 66.

node.¹³¹ On September 23rd and 24th, 2025, the SPP Market Working Group rejected RR720 (SIR795), which included an aspect pertaining to separate commercial pricing nodes for Conditional High Impact Large Load Service (“CHILLS”) customers.¹³² Not only would registering LLPS customers with separate nodes would be inconsistent with this vote, it would be inconsistent with SPP market design, impose unjustified operational and settlement complexity, and would likely result in significant rate instability and inequitable treatment for affected customers.

First, SPP’s integrated marketplace is organized around aggregated utility load, not customer-by-customer nodal registration.¹³³ The SPP Protocols do not provide for registering retail customers as discrete pricing nodes, and there is no known practice in SPP of customer-level pricing node (“PNode”) registration.¹³⁴ Staff’s suggestion that a separate PNode will provide a “cleaner isolation of costs” rests on a construct foreign to SPP’s market model and ignores the substantial cost and risk consequences of disaggregation.¹³⁵

Additionally, Staff’s prescription to charge LLPS customers SPP nodal energy prices improperly assumes that each LLPS kilowatt per hour equates to a nodal purchase price.¹³⁶ Forcing a single customer’s load into its own PNode erases the hedging value of netting and amplifies volatility.¹³⁷ Staff’s approach departs from cost causation, misstates market mechanics, and risks undue discrimination by imposing a volatility premium when compared to non-LLPS and existing customers.¹³⁸ Further, forecasting individual large loads is inherently less accurate

¹³¹ See Ex. 201, Staff Rec. at 22, 30.

¹³² See Tr. 194:3-22 (D. Brown) (citing SPP Market Working Group Meeting, “Summary of Motions and Action Items,” Agenda Item 7 – RR720 (SIR795) CHILLS (Vote) at 4 (Sep 23-24, 2025).

¹³³ See Ex. 551, C. Berry Surrebuttal at 19-20.

¹³⁴ See Ex. 103, D. Brown Surrebuttal at 9.

¹³⁵ See Ex. 551, C. Berry Surrebuttal at 19-20; Ex. 201, Staff Rec. at 30; Ex. 103, D. Brown Surrebuttal at 9.

¹³⁶ See Ex. 551, C. Berry Surrebuttal at 19-20.

¹³⁷ See Ex. 551, C. Berry Surrebuttal at 19-20

¹³⁸ Id.

than forecasting an aggregated system.¹³⁹ The utility's diversified portfolio benefit is tempered when a large load customer is registered to its own pricing node.¹⁴⁰ The result is more imbalance, larger deviation charges, and greater real-time price exposure, decreasing the utility's ability to manage the risks of the integrated market.¹⁴¹

Moreover, registering LLPS customers to separate pricing nodes would increase prudence issues, specifically related to fuel purchases because there is no clear methodology for allocating such costs to discrete nodes.¹⁴² Allocating the Company's resource stack on a nodal basis raises concerns about cross-subsidization and transparency, contrary to Section 393.130.7. Specifically, the Company's FAC would need to be re-engineered to incorporate multiple nodal cost streams, increasing complexity and potentially undermining the FAC's predictability and transparency.¹⁴³

Finally, Staff's reliance on SPP's "non-conforming load" concept is misplaced.¹⁴⁴ Non-conforming load is a forecasting and bidding designation for atypical or unpredictable load shapes.¹⁴⁵ It does not require separate PNodes or customer-level settlement. The Company can self-identify atypical load shapes, provide granular forecasts to SPP, and integrate high-impact large loads into planning and operations under existing SPP processes without registering or settling customers at their own nodes.¹⁴⁶ Embedding a customer-node settlement mandate into the Company's retail tariff conflates planning and operations, and adds administrative burden without improving reliability.¹⁴⁷

¹³⁹ See Ex. 103, D. Brown Surrebuttal at 9.

¹⁴⁰ Id.

¹⁴¹ Id.

¹⁴² See Ex. 103, D. Brown Surrebuttal at 11.

¹⁴³ Id.

¹⁴⁴ Id. at 13.

¹⁴⁵ Id. at 13-14.

¹⁴⁶ See Ex. 103, D. Brown Surrebuttal at 13-14.

¹⁴⁷ Id.

OPC offers no pre-filed testimony on this issue but asserts a blanket agreement to Staff's position in its Position Statement.¹⁴⁸ The Commission should reject Staff's recommendation to register LLPS customers with separate pricing nodes, for the reasons stated above.

R. What treatment is needed to address revenues from LLPS customers occurring between general rate cases?

No treatment is needed to specifically address revenues from LLPS customers between rate cases. Staff's assertion that Evergy will maximize shareholder benefits and double-recover revenue at the expense of non-LLPS customers between rate cases, thus creating "positive regulatory lag," is one-sided and illogical.¹⁴⁹

No Missouri statute precludes regulatory lag because it is a normal aspect of utility ratemaking.¹⁵⁰ Additionally, regulatory lag is inherently two-ways, and Staff ignores that utilities consistently and persistently face negative regulatory lag.¹⁵¹ As discussed by Staff witness Mr. Majors in EMW's last rate case, "regulatory lag is a critical ingredient in cost of service rate regulation" but only if the utility incurs positive and negative regulatory lag.¹⁵² Staff's attempt to confiscate all "positive regulatory lag" from LLPS customers while leaving negative regulatory lag intact "removes the incentive for a utility to grow its revenues," precluding non-LLPS customer benefits of lower average fixed costs among customers and undermining Missouri economic development.¹⁵³ This proposed one-way regulatory tracker is unduly discriminatory to LLPS customers and Evergy.

¹⁴⁸ See OPC Position Statement at 13-14.

¹⁴⁹ See Ex. 201, Staff Rec. at 61-62, 74.

¹⁵⁰ See Ex. 104, K. Gunn Surrebuttal at 7.

¹⁵¹ See Ex. 704, S. Wills (Ameren) Surrebuttal at 37; Tr. 251:5-256:2 (J. Busch).

¹⁵² See Ex. 704, S. Wills (Ameren) Surrebuttal at 41 (citing K. Majors (Staff) Rebuttal at 52, No. ER-2024-0189).

¹⁵³ See Ex. 704, S. Wills (Ameren) Surrebuttal at 43.

Finally, Staff incorrectly asserts that the “scale of an LLPS customer and the associated LLPS revenue” justifies upending the regulatory compact.¹⁵⁴ Scale or magnitude of LLPS customer revenues is no foundational basis to completely forego the “inherent penalty or reward system” of cost-of-service regulation, and Staff has provided no legal or factual authority otherwise.¹⁵⁵

The Commission should reject Staff’s misguided regulatory lag argument.

U. Should the Commission order a community benefits program as described in the testimony of Geoff Marke?

No. Contrary to OPC’s unsupported recommendation, there is no pressing risk from LLPS customers, specifically data centers, that should be addressed through a community benefits program. OPC asserts that federally funded programs, such as Low Income Home Energy Assistance Program (“LIHEAP”), Low-Income Weatherization Assistance Program (“LIWAP”), and City of Kansas City’s Urban Heat Island Mitigation be funded “from data center customers as a means of offsetting some of the perceived risk and helping ease the societal transition they are supporting.”¹⁵⁶ But, OPC has not shown that the Commission has the authority to order such a program funded by one customer class, and such funding from private customers is uncommon and unnecessary on the whole. Thus, OPC’s proposal should be rejected by the Commission.¹⁵⁷

CONCLUSION

The Commission should approve Evergy’s Application, as modified by the Agreement, as well as the Agreement. The modified Application and Agreement are essential for Missouri to attract large load customers while that ensuring such customers’ rates reasonably reflect their

¹⁵⁴ See Ex. 201, Staff Rec. at 61.

¹⁵⁵ See Ex. 704, S. Wills (Ameren) Surrebuttal at 43.

¹⁵⁶ See Ex. 301, G. Marke Rebuttal at 23.

¹⁵⁷ See Ex. 105, B. Lutz Surrebuttal at 23.

representative share of the costs incurred to serve them, pursuant to Section 393.130.7. In doing so, the Commission should reject Staff's tariff proposal as it is both improper and radical, and would significantly discourage economic development from coming to Missouri.

WHEREFORE, Evergy respectfully submits this Initial Post-Hearing Brief to the Commission, and requests all other relief as the Commission deems just and proper.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was served upon counsel for all parties on this 29th day of October 2025, by EFIS filing and notification, and/or e-mail.

/s/ Roger W. Steiner _____

Roger W. Steiner