

**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 Evergy Missouri West) File No. EO-2025-0154
for Approval of New and Modified Tariffs for)
Service to Large Load Customers.)

INITIAL POST-HEARING BRIEF

Pursuant to the May 13, 2025, Order Setting Procedural Schedule and the October 2, 2025, Briefing Schedule Order, Google LLC (“Google”), hereby files its Initial Post-Hearing Brief. It is Google’s position that the Commission should approve the Non-Unanimous Global Stipulation and Agreement (“Stipulation and Agreement”) in its entirety without any modifications or changes and find that the Stipulation and Agreement is just and reasonable and in the public interest.

In light of Google’s support of the Stipulation and Agreement, this Initial Brief is organized as follows: (1) summary of this proceeding’s relevant background and procedural history; (2) summary of Google’s interests in this proceeding; (3) how the Stipulation and Agreement satisfies legal and policy requirements, is in the public interest, and why the Commission should approve the Stipulation and Agreement; (5) how Staff’s proposal is contrary to the public interest, will thwart economic development, and why the Commission should reject Staff’s proposal; and (6) Google’s specific comments to the Joint Issues List.

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I. Background & Procedural History

1. On February 14, 2025, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“EMM”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW,” and collectively, “Evergy”) filed its “Application for Approval of Evergy’s Large Load Power Service (“LLPS”) Rate Plan and Associated Tariffs” in this docket, requesting adoption of rates and tariffs applicable to large load customers (defined as customers with loads larger than 100 MW) throughout Evergy’s territories in Missouri (“LLPS Rate Plan”).

2. The following parties have been granted intervention in this proceeding: Union Electric Company d/b/a Ameren Missouri (“Ameren”); The Empire District Electric Company d/b/a Liberty (“Liberty”); Google; the Data Center Coalition (the “DCC”); Nucor Steel Sedalia, LLC (“Nucor”); Velvet Tech Services, LLC (“Velvet”); Sierra Club; and Renew Missouri (“Intervenors”). Staff of the Public Service Commission of the State of Missouri (“Staff”), the Office of the Public Counsel (“OPC”), and the Intervenors are referred to collectively as the “Parties.”

3. Pursuant to the May 13, 2025, Order Setting Procedural Schedule, on July 25, 2025, Staff filed a Recommendation and Intervenors and OPC filed rebuttal testimony. On September 12, 2025, the Parties filed surrebuttal testimony.

4. On September 18, 2025, the Parties filed a Jointly Proposed List of Issues, Order of Opening Statements, List and Order of Witnesses, and Order of Cross Examination (“Joint Issues List”). On September 22, 2025, Google filed a Position Statement on the Joint Issues List.

5. Before rebuttal testimony was filed, stakeholder meetings were held covering specific elements of Evergy’s proposed LLPS Rate Plan, and all the parties were invited to participate, ask questions, and debate the issues presented. The topics covered included the details of the LLPS Rate Plan and the establishment of a new customer class that addresses the unique characteristics of large load customers, rate design, customer protections, and optional riders such

as the Clean Energy Choice Rider, Customer Capacity Rider, and the Demand Response and Local Generation Rider.

6. On September 25, 2025, Evergy, Ameren, Google, Velvet, Nucor, the DCC, Sierra Club, and Renew Missouri (individually “Signatory” and collectively “Signatories”) filed a Non-Uniform Global Stipulation and Agreement resolving all pending issues in this proceeding.¹ The Stipulation and Agreement is signed by all parties to the proceeding at the time it was finalized, other than Staff and OPC.

7. On September 29, 2025, Evergy filed Testimony in Support of Stipulation and Agreement of Kevin Gunn.²

8. On September 30, 2025, Staff filed a Memorandum in Response to Non-Uniform Stipulation and Agreement.³

9. The Commission heard live testimony and argument during the evidentiary hearing on September 30, 2025, through October 1, 2025. Initial and Reply Briefs on the Application have been ordered to be filed on October 29, 2025, and November 5, 2025, respectively.⁴

II. Google is Developing Data Center Facilities in Missouri Under the Clear Path Provided by Senate Bill 4 and the Stipulation and Agreement

10. Google is a limited liability company duly incorporated under the laws of the State of Delaware. The Company’s principal office is located at 1600 Amphitheatre Parkway, Mountain View, CA 94043.⁵ Google is a U.S.-based technology company that offers technology services

¹ Non-Uniform Global Stipulation and Agreement, p. 1 (Sept. 25, 2025) (“Stipulation and Agreement”).

² Ex. 106, Testimony in Support of Stipulation and Agreement of Kevin Gunn (“Ex. 106, Gunn Testimony in Support”).

³ Ex. 210, Staff’s Memorandum in Response to Non-Uniform Stipulation and Agreement (“Ex. 210, Staff Memorandum”).

⁴ Order Granting Extension of Time to File Briefs, p. 1 (Oct. 16, 2025).

⁵ Google’s Application to Intervene, ¶ 3 (Mar. 5, 2025).

and products and operates data centers across the country and around the world to power its portfolio of products and services.⁶

11. Moreover, Google is currently developing a data center in the Kansas City area within the EMM territory.⁷ The data center facilities that Google develops frequently require loads exceeding 100 MW. As such, subject to final Commission action, Google will likely qualify as a customer under Evergy's LLPS Rate Plan.

12. Google's data center development, investment more broadly, and the positions of Google in this proceeding are defined and informed by the following pillars:

- Advancing vital infrastructure: Building the necessary infrastructure of tomorrow to support connection, digitization, and prosperity for all.
- Accelerating the economy: Bringing more economic activity, new businesses, and growth opportunities to the communities we call home.
- Investing in communities: Collaborating with each community to provide long-term support through grants, educational programs, and other initiatives.
- Innovative sustainable solutions: Driving advancements in sustainability every day by accelerating the clean energy transition, continually improving efficiency, and preserving critical natural resources.

13. As Google makes business decisions regarding growth, clear policy signals and regulatory frameworks are key components, helping Google make informed, long-term business decisions.

14. Data centers are not just large consumers of power; they are economic and operational partners that provide important advantages to electric utilities like Evergy and their customers. The operational advantages of data centers are numerous and include:

- Data centers are consistent and predictable consumers of energy, which supports the more efficient operation and planning of the electric utility grid.⁸
- Data centers enable utility system planners and grid operators to optimize

⁶ *Id.* ¶ 4.

⁷ *Id.* ¶ 6.

⁸ Ex. 550, Rebuttal Testimony of Dr. Carolyn Berry, at p. 8 ln. 6–11 (“Ex. 550, Berry Rebuttal Testimony”).

existing generation and transmission infrastructure, which can delay new infrastructure investments and improve overall system efficiency.⁹

- Many large load customers engage in demand management, which further enhances grid stability and reliability.¹⁰

15. Moreover, there are numerous economic advantages associated with data centers, including:

- Data centers' consistent energy usage helps distribute fixed costs across a larger energy volume, contributing to a lower average cost per kilowatt-hour for all customers.¹¹
- Google, in particular, is leading with several strategic initiatives that provide significant operational benefits to electric utilities like Evergy and their customers. Such as:
 - Long-Term Energy Storage Technology:
 - Google recently partnered with Energy Dome, who developed a CO₂ battery technology that can continuously dispatch energy for 8–24 hours.
 - This technology can help stabilize the grid by providing natural inertia from rotating machinery to act as a shock absorber and smooth out sudden changes in frequency.
 - Demand-Side Flexibility:
 - Google developed the capability to dynamically shift computing tasks and data consumption across its data centers to enable access to available carbon-free electricity and provide additional capacity when requested by system operators.
 - Google is a major contributing partner in DCFlex, the Electric Power Research Institute's new initiative to create frameworks for data centers to support and strengthen the grid through demand-side flexibility.¹²

⁹ *Id.*

¹⁰ *Id.* at p. 8, ln. 14–15.

¹¹ *Id.* at p. 8, ln. 12–14.

¹² *Id.* at p. 8, ln. 19–p. 9, ln. 13.

16. Google and other data center developers are also investing in advanced transmission technologies. For example, Google recently announced an initiative to accelerate deployment of next-generation transmission technology—specifically advanced conductors—across the U.S. electric grid to enhance the capacity of existing transmission lines at a fraction of the cost of installing new infrastructure.¹³

17. The recently passed Senate Bill 4 (“SB 4”) and the Stipulation and Agreement lay the groundwork for a clear, objective, and transparent framework for infrastructure investment in Evergy’s service territory. Because of SB 4 and the Stipulation and Agreement, companies like Google can explore multi-billion-dollar investments with increased confidence, knowing there is a clear regulatory path that balances business flexibility with appropriate levels of Commission oversight.

III. The Commission Should Approve the Stipulation and Agreement in Its Entirety Because It Complies with Section 373.130.7 and is in the Public Interest

18. The Stipulation and Agreement fully satisfies all legal and policy requirements. Specifically, it ensures large load customers bear their representative share of costs, establishes just and reasonable rates based on available data, and serves the public interest. The Stipulation and Agreement comprehensively addresses every aspect of Evergy’s proposed LLPS Rate Plan, including, but not limited to, the following:

- Thresholds for tariff applicability;
- Requirement for a LLPS Service Agreement;¹⁴
- Minimum contract term length, including load ramp period;
- Contract Capacity, permissible capacity reductions, notice and fees;
- Termination provisions, including notice and Exit Fees;
- Applicable rates and charges, including Minimum Monthly Bills;
- Procedures and costs associated with Interim Capacity;

¹³ *Id.* at p. 9, ln. 14–p. 10, ln. 7.

¹⁴ Capitalized terms have the meanings assigned to them in the Stipulation and Agreement unless otherwise specifically noted herein.

- Optional riders, including the Customer Capacity Rider, Demand Response Generation Rider, Clean Energy Rider, Renewable Energy Program Rider, Green Solution Connections Program, and Alternative Energy Credit Rider;
- Customer creditworthiness and collateral/security requirements;
- Other tariff modifications necessary to implement the LLPS Rate Plan;
- Large load interconnection procedures (“Path to Power”); and
- Annual reports by Evergy.¹⁵

19. The rate design, cost allocation mechanisms, and safeguards included in the Stipulation and Agreement collectively ensure just and reasonable rates based on available data, that the public interest is advanced, and in particular, that large load customers contribute their representative share of costs. These points are addressed in further detail below.

A. The Stipulation and Agreement Reasonably Ensures Large Load Customers’ Rates Reflect Their Representative Share of Costs as required by Section 393.130.7

20. The Stipulation and Agreement reasonably ensures large load customers’ rates reflect their representative share of costs. Section 393.130.7, enacted through SB 4, requires that rates for large load customers “reasonably ensure such customers’ rates will reflect the customers’ *representative share* of the costs incurred to serve the [large load] customers and prevent other customer classes’ rates from reflecting any unjust or unreasonable costs arising from service to such customers.” (Emphasis added). The phrase “representative share” is not defined in the statute and must be interpreted in a manner consistent with ratemaking precedent, statutory text, and legislative intent.

21. The term “representative share” recognizes that there is no single correct or precise way to allocate utility costs but rather cost allocation involves reasonable judgment and the application of established ratemaking principles. That interpretation squares with the statute requiring the tariff “reasonably ensure” large load customers’ rates reflect their “representative share.” As a result, the statute does not require a precise calculation but rather *reasonable*

¹⁵ See *generally* Stipulation and Agreement.

assurance that the costs caused by and attributable to each class are allocated to such class, based on objective data (*i.e.*, class cost of service (“CCOS”) studies) and sound methodologies (*i.e.*, reliable cost allocation approaches).

22. That interpretation is consistent with the emerging industry standards that prioritize the establishment of terms and conditions that ensure large load customers contribute their representative share of costs while minimizing the risk to other customers if anticipated large load growth fails to materialize following significant investment.¹⁶ Common terms and conditions adopted in emerging tariffs include a threshold size for applicability, a contractual term spanning multiple years, minimum demand or bill charges, collateral requirements, provisions for reducing contract capacity and exiting, and options for clean energy.¹⁷ The Stipulation and Agreement includes all those key terms.

23. Additionally, to ensure large load customers contribute their representative share, the Stipulation and Agreement includes the Cost Stabilization Rider (“CSR”). The CSR is applicable to Schedule LLPS customers also receiving service under the Economic Development Rider and is designed to ensure recovery of the full cost of service established in the rate design. The CSR will be calculated based on comparing a given large load customer’s estimated base rate revenue and estimated final bill revenue prior to applying certain other riders.¹⁸ Should a given Schedule LLPS customer’s estimated final bill revenues fall below the customer’s estimated base rate revenue an amount, expressed in a dollar per kW (\$/kW), will be added to the customer billing through the CSR.¹⁹ The CSR is non-bypassable, customer-specific, and will be memorialized in the service agreement of each LLPS customer on an annual basis.²⁰

¹⁶ Ex. 551, Surrebuttal Testimony of Dr. Carolyn Berry, at p. 8 (“Ex. 551, Berry Surrebuttal Testimony”).

¹⁷ *Id.* at p. 8, ln. 11–14.

¹⁸ Ex. 106, Gunn Testimony in Support, at p. 11, ln. 9–11.

¹⁹ *Id.* at p. 11, ln. 14–16.

²⁰ *Id.* at p. 11, ln. 16–p. 12, ln 2.

24. Additionally, for the purposes of settlement, to ensure that non-LLPS rates do not reflect any unjust or unreasonable costs arising from service to LLPS customers, the Stipulation and Agreement includes a Demand Charge that is higher than is supported with current data. The negotiated Demand Charge results in LLPS customers paying for system costs above the current embedded cost to serve them.²¹ For the purposes of determining sufficiency of class recovery of costs of service in the CCOS study, non-LLPS customers will then be credited with the overage collected from LLPS customers,²² meaning that non-LLPS customers will both directly and immediately benefit from a ratemaking perspective when LLPS load is added.²³ The Signatories agreed that the Demand Charge, as part of the “Initial Pricing,” will remain in place until the first general rate case in which there is at least one, seventy-five megawatt (75 MW) or greater Schedule LLPS customer reflected in the test year and captured in the CCOS study determinants, at which time all parties may address the appropriate rates to be charged based on actual, cost-based data.²⁴ Thus, going forward, the Commission can be confident that LLPS customers will pay their representative share based on actual, cost-based data.

25. As a package, these terms and conditions ensure that the rates paid by large load customers more than reflect their representative share of costs.

26. Nevertheless, OPC has suggested other interpretations of representative share in this proceeding. For example, OPC has suggested that “representative share” means the prevention of subsidies.²⁵

27. But alternative terms such as “no subsidy,” “exact share,” “precise share,” or simply “share” fail to convey the inherently qualified character of “*representative* share.” These

²¹ *Id.* at p. 12, ln. 8–16.

²² Stipulation and Agreement, ¶ 14.i.

²³ Gunn Testimony in Support, at p. 12, ln 14–16.

²⁴ Stipulation and Agreement, ¶ 14.ii and iii.

²⁵ See Tr., Vol. 2, p. 104, ln. 1–16 (OPC arguing that representative share should be interpreted to mean “[p]revent subsidies. . . . don’t let non-large load customers subsidize large load customers”).

alternatives do not reflect statutory language and are inconsistent with the legislative intent underlying the provisions.

28. The alternative interpretations are also out of step with general ratemaking principles, which recognize “allocation of costs is not a matter for the slide-rule. It involves judgment on a myriad of facts. It has no claim to an exact science.”²⁶ Inclusion of the words “reasonably ensure” and “representative share” indicate that SB 4 is in line with these general ratemaking principles.

29. As a result, the Stipulation and Agreement satisfies the requirements of Section 393.130.7 by ensuring that large load customers reasonably reflect their representative share of the costs incurred to serve them.

B. Based on Available Data, the Stipulation and Agreement Results in Just and Reasonable Rates

30. Based on available data, the Stipulation and Agreement results in just and reasonable rates. Under Missouri law, all utility rates and charges must be just and reasonable. Section 393.130.1 provides that: “all charges made or demanded by any such gas corporation, electrical corporation, water corporation or sewer corporation for gas, electricity, water, sewer or any service rendered or to be rendered shall be just and reasonable and not more than allowed by law or by order or decision of the commission.” Moreover, Section 393.130.7 provides that large load customer tariffs should “prevent other customer classes’ rates from reflecting any unjust or unreasonable costs arising from service to such customers.” The evidentiary record demonstrates that the Stipulation and Agreement, based on available data, results in just and reasonable rates in several ways.

²⁶ *State Corp. Com’n of Kan. v. Fed. Power Com’n*, 206 F.2d 690, 708 (8th Cir. 1953) (quoting *Colorado Interstate Gas Co. v. Fed. Power Com’n*, 324 U.S. 581, 589 (1945)); see also *El Paso Elec. Co. v. Fed. Energy Reg. Com’n*, 76 F.4th 352, 357 (5th Cir. 2023) (noting that utility regulators “need not ... allocate costs with exacting precision”).

31. The Stipulation and Agreement’s rate design is comprehensive and generally cost-based, given available data. The Stipulation and Agreement provides for service under the LLPS Rate Plan for loads greater than or equal to seventy-five (75) megawatts (new facilities or expansions) under a firm, long-term service agreement. Initial monthly pricing is set forth in Exhibit A of the Stipulation and Agreement.²⁷ Key rates (summer and winter) include the Customer Charge, Grid Charge (substation or transmission level), Demand Charge (which, as discussed previously, is initially set as a higher negotiated rate), and Energy Charge.²⁸

32. Contract capacity will be specified in the Schedule LLPS customer’s service agreement, including annual steady-state peak and load ramp peak. Schedule LLPS Customers will be metered at substation or transmission voltage.²⁹ Standard tariff riders and adjustments apply, including the Fuel Adjustment Clause, Demand-Side Investment Mechanism Rider, Tax Adjustment, Renewable Energy Standard Rate Adjustment Mechanism, and Securitization Charge.³⁰

33. Additional charges and adjustments apply to Schedule LLPS customers. Schedule LLPS customers will be billed a Reactive Demand Adjustment, which is a monthly charge to recover costs associated with managing any reactive demand introduced into the system by the customer.³¹ If the Company procures interim capacity in market contracts to serve the Schedule LLPS customer, the Schedule LLPS customer pays an Interim Capacity Adjustment pursuant to relevant agreements.³²

²⁷ Stipulation and Agreement, ¶ 5.

²⁸ *Id.* ¶¶ 6, 14.

²⁹ *Id.* ¶¶ 6, 8, 10.

³⁰ *Id.* ¶ 13.

³¹ Stipulation and Agreement, 16.iv; Ex. 101, Direct Testimony of Bradley Lutz, at p. 17, ln. 15–17 (“Ex. 101, Lutz Direct Testimony”).

³² Stipulation and Agreement, ¶ 15.

34. The Stipulation and Agreement provides for an optional Customer Capacity Rider that credits Schedule LLPS customers who bring their own supply of Southwest Power Pool-accredited capacity for use by the Company to serve said Schedule LLPS customers.³³

35. For large load customers also receiving service under Evergy's Economic Development Rider, the Stipulation and Agreement includes the non-bypassable CSR, which ensures any shortfall in revenue recovery is directly recovered from the customer.³⁴

36. The Stipulation and Agreement also ensures that any customer requiring additional substation or transmission facilities shall pay all costs associated with such extensions, except where those facilities are classified as network transmission under the Southwest Power Pool Open Access Transmission Tariff and benefit the system as a whole.³⁵

37. Part and parcel of the rate design (and discussed further in Section III.C) is a suite of customer protections that ensure rates are just and reasonable and that LLPS customers are committed to pay those rates at a minimum of an 80 percent demand factor for a minimum of 12 years plus a load ramping period. Together, the various components of the Stipulation and Agreement represent a comprehensive, generally cost-based rate design. As a result, the Stipulation and Agreement's rate design and customer protections reasonably ensure that existing customers are insulated from costs associated with serving new large load customers, such that existing customers' rates do not reflect any unjust and unreasonable costs.

38. Further, the Stipulation and Agreement is in line with large load tariffs in other jurisdictions, such as the Indiana Michigan Power ("I&M") large load tariff in Indiana. Further, the Stipulation and Agreement is consistent with the Unanimous Settlement Agreement reached in Evergy's parallel application before the Kansas Corporation Commission ("KCC") in Docket No. 25-EKME-315-TAR ("KCC Proceeding"). While recognizing that jurisdictional differences

³³ See Ex. 101, Lutz Direct Testimony, at p. 34–37; Stipulation and Agreement, ¶ 19.i.

³⁴ Stipulation and Agreement, ¶ 17.

³⁵ *Id.* ¶ 45.

exist, the rate design and terms of service in the Stipulation and Agreement is consistent in all material respects with the 17-party Unanimous Settlement Agreement in the KCC proceeding, which included KCC Staff, consumer counsel, a diverse group of existing customers (including the Kansas Industrial Consumers Group, Occidental, Spirit, Lawrence Paper Company, Associated Purchasing Services and numerous school districts), and environmental groups (including the Sierra Club and the National Resources Defense Council) as signatories.

39. The Stipulation and Agreement's similarity to other jurisdictions and the consistency between the Stipulation and Agreement and the Unanimous Settlement Agreement in the KCC Proceeding underscores that the Stipulation and Agreement aligns with widely accepted standards and stakeholder expectations and does not expose existing customers to unjust or unreasonable rates.

40. Thus, based on available data, the Stipulation and Agreement provides safeguards that prevent any undue burden on Evergy's other customers, satisfying the requirement of Section 393.130.7 for just and reasonable rates. As a result of the negotiated Demand Charge, which results in LLPS customers paying for system costs above the current embedded cost to serve them, the LLPS rates established by the Stipulation and Agreement provide a very high probability (a more than reasonable probability) that non-LLPS customers will not be harmed.

41. The Stipulation and Agreement further provides for just and reasonable, cost-based rates going forward—after there are 75 MW or greater Schedule LLPS customers on the system—by expressly permitting parties to take positions based on actual data, once such actual data becomes available.³⁶

C. The Stipulation and Agreement is in the Public Interest

42. The evidentiary record demonstrates that the Stipulation and Agreement is in the public interest through a suite of customer protections, including term length requirements,

³⁶ *Id.* ¶ 14.iii.

minimum monthly bill, early termination fee, collateral requirements, and contract capacity reduction mechanism.

43. The Stipulation and Agreement includes a minimum contract term of twelve (12) years in addition to a ramp period of up to five (5) years.³⁷ This is consistent with the minimum contract term in the recently approved large load tariff for I&M in Indiana.³⁸ Additionally, large load customers cannot exit the system without thirty-six (36) months' prior notice and payment of an exit fee equal to the value of the Minimum Monthly Bill times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater.³⁹ These requirements establish long-term commitments and protect existing customers from any unjust or unreasonable costs arising from service to large load customers.

44. The Stipulation and Agreement also implements a Minimum Monthly Bill that incorporates an 80 percent minimum monthly demand, such that the Demand Charge, the Grid Charge, and other demand-based riders will be paid by large load customers at a minimum of 80 percent of the Contract Capacity, even if actual usage never reaches, or falls below that threshold.⁴⁰ This structure ensures that large load customers pay an equitable share of their costs and fixed costs are not shifted to other customers.

³⁷ *Id.* ¶ 9.

³⁸ See Order of the Commission, Indiana Utility Regulatory Commission Cause No. 46097, p. 48 (Feb. 19, 2025) (“Based upon our review of the record as a whole and consideration of the Settlement Agreement terms in totality and the supporting testimony and exhibits, the Commission finds that the Settlement Agreement as modified herein represents a just and reasonable resolution of the issues. Accordingly, the Settlement Agreement as discussed and modified herein is approved.”); Submission of Unopposed Settlement Agreement and Unopposed Motion for Acceptance of Out of Time Filing, Indiana Utility Regulatory Commission Cause No. 46097, p. 2 (Nov. 22, 2024) (“Mandatory Term: The Large Load Customer’s Initial Contract Term will be made for a period of not less than 12 years. A Large Load Customer may designate a Load Ramp Period, which can be no greater than five years. If a Load Ramp Period is designated by the Large Load Customer, the Initial Contract Term shall commence after the Load Ramp Period ends.”).

³⁹ Stipulation & Agreement, ¶¶ 9, 12.

⁴⁰ *Id.* ¶ 16.

45. Large load customers are also restricted from reducing their Contract Capacity during the first five (5) years of the term but may subsequently reduce their Contract Capacity within certain limits, twenty-five (25) megawatts or ten percent, whichever is lower, and only upon 24-months' prior notice.⁴¹ Reductions beyond that amount require 36-months' notice and payment of fees based on remaining Minimum Monthly Bills.⁴² These limited controlled capacity adjustments permit flexibility but prevent cost shifting and ensure Evergy can effectively redeploy assets and mitigate costs by selling excess energy into the wholesale market.

46. The Stipulation and Agreement requires that large load customers provide collateral in an amount equal to two (2) years of Minimum Monthly Bills.⁴³ Given the size of monthly bills and unique risks associated with such large transactions, large load customers must meet certain creditworthiness requirements.⁴⁴ Collateral requirements, creditworthiness requirements, and exit fee requirements (discussed above) protect non-Schedule LLPS customers from stranded asset risks.

47. The Stipulation and Agreement encourages innovation and clean energy. The Stipulation and Agreement includes optional riders and provisions for customers seeking clean energy solutions, including:

- **Demand Response Generation Rider:** Enables Schedule LLPS customers to participate in a new interruptible demand response program in which participants can designate some amount of load as interruptible (*i.e.*, curtailable) and provide the Company with the right to curtail participant load during peak and constrained grid condition periods to improve system reliability, address resource adequacy, offset forecasted system peaks that could result in future generation capacity additions, and/or

⁴¹ *Id.* ¶ 11.

⁴² *Id.*

⁴³ *Id.* ¶¶ 21, 27–34.

⁴⁴ *Id.* ¶¶ 22–26.

provide a more economical option to available generation or market energy purchases in the wholesale market.⁴⁵

- **Clean Energy Choice Rider:** Enables Schedule LLPS customers to support the procurement of clean energy resources and/or replacement of identified existing resources in lieu of or in addition to the Company’s Preferred Resource Plan, including distributed energy resources such as demand-side management, energy efficiency, and battery storage.⁴⁶
- **Renewable Energy Program Rider:** Enables Schedule LLPS customers to access historical Renewable Energy Credits (“REC”) at a fixed price adjusted annually from renewable sources or to purchase RECs in an amount equal to the level of service purchased by Renewable Energy Program participants.⁴⁷
- **Green Solution Connections Program:** Enables Schedule LLPS customers with an average monthly peak demand greater than 200 kW the opportunity to subscribe to future renewable energy attributes associated with new Company-owned wind or solar generation acquired through the Integrated Resource Plan process that are not needed to meet renewable compliance targets or requirements.⁴⁸
- **Alternative Energy Credit Rider:** Enables Schedule LLPS customers to include emission-free nuclear energy from Company-owned or sourced resources into their clean energy portfolio to support the customer’s sustainability and decarbonization goals.⁴⁹

⁴⁵ *Id.* ¶ 19.i.

⁴⁶ *Id.* ¶ 37.

⁴⁷ *Id.* ¶ 38.

⁴⁸ *Id.* ¶ 39.

⁴⁹ *Id.* ¶ 40.

These optional riders and provisions support the public interest because they accelerate renewable deployment and decarbonization and drive Missouri’s transition to a more efficient and sustainable energy grid.

48. Finally, attracting large load customers to Missouri is in the public interest for all the reasons discussed in Section II, including the facts that data centers: (i) are consistent and predictable consumers of energy; (ii) delay new infrastructure investments and improve overall system efficiency; (iii) enhance grid stability and reliability through usage of demand response; (iv) distribute fixed costs across a larger energy volume; and (v) stimulate job creation and increase tax revenues that accrue to the entire customer base and local and state economy.⁵⁰

49. Thus, the Stipulation and Agreement is in the public interest because it protects existing customers, attracts new investment, and promotes economic growth and job creation.⁵¹ This is in line with the stated goals of SB 4, which are to “attract new industry, support job growth, and maintain affordable, reliable energy for our citizens.”⁵²

50. In sum, the Stipulation and Agreement is a balanced compromise achieved through stakeholder negotiation. The Signatories represent a diverse group of stakeholders, including Evergy, Ameren, environmental advocates, and large commercial and industrial customers. In other words, the Stipulation and Agreement is a give-and-take, where no party received all of its

⁵⁰ See *supra* Section II.

⁵¹ See Ex. 106, Gunn Direct Testimony, at p. 11, ln. 2–13 (arguing new large load attracts ancillary businesses, results in job creation, diversifies Missouri’s economic industrial base, increases tax revenues, and allocates fixed costs across a larger customer base); Ex. 401, Shana Ramirez Rebuttal Testimony, at p. 8, ln. 3–p. 9, ln. 6 (arguing large loads contribute to job creation, attract private investment, expand the tax base, and stimulate regional economic development, improve system reliability, among other things).

⁵² Ex. 108, Governor’s Press Release on SB4 Passage (“Ex. 108, Gov. Kehoe SB4 Press Release”); Ex. 700, Surrebuttal Testimony of Robert B. Dixon, at p. 7 (“Ex. 700, Dixon Surrebuttal Testimony”) (discussing the context in which SB 4 “was enacted, that is, against the backdrop of strong policy support for strongly competing for new loads like [data centers] and that “Missouri statutes - passed by the General Assembly and enacted by the Governor - that are explicitly design to attract these customers.”), at pp. 10–14 (describing Governor Kehoe’s pursuit of economic development in Missouri).

preferred outcomes, producing an agreement that protects existing customers while still attracting system-beneficial new loads.

IV. The Commission Should Reject Staff's Proposal in Its Entirety Because It is Contrary to the Public Interest

51. The Commission should reject Staff's proposed tariff ("Staff's Proposal") because it is contrary to the public interest, overly complex and impractical, not cost-based, discriminatory, and would hamper economic development. Staff's tariff is also inconsistent with legislative intent and inappropriately offered.

A. Staff's Proposal is Contrary to the Public Interest and Outside the Realm of Reasonableness

52. Staff's Proposal was developed without a comprehensive stakeholder engagement process or a thorough analysis of comparable tariffs from other jurisdictions and lacks important cost of service study and rate-case modeling.⁵³ Staff did not provide evidence that it vetted the impacts on non-large load customers, assessed the risk of over- or under-recovery, or demonstrated that its approach is superior to emerging industry standards.⁵⁴ Furthermore, Staff has recommended that the Commission reject the Company's optional renewable and carbon-free riders, which many large load customers aggressively pursue, and does not propose replacement riders or other clean energy alternatives.⁵⁵ Staff's narrow focus on cost allocation and rate design, to the exclusion of balanced terms and conditions such as minimum bills, renewable or carbon-free options, and capacity flexibility, fails to reflect core stranded cost risks and is not in the public interest.

⁵³ Ex. 551, Berry Surrebuttal Testimony, at p. 7, ln. 9–p. 8, ln 17; Tr., Vol. 2, p. 213, ln. 5–p. 215, p. 22 (Counsel for Ameren's cross examination of Staff witness James Busch regarding whether Staff sought input on its Proposed Tariff from large load customers.); p. 216, ln. 23–p. 218, ln. 17 (Counsel for Ameren's cross examination of Staff witness James Busch regarding whether Staff modeled its tariff after large load tariffs in other states.).

⁵⁴ Ex. 551, Berry Surrebuttal Testimony, at p 9; Tr. Vol. 2, p. 218, ln. 8–17; p. 263, ln. 23–p. 264, ln. 12 (Staff witness James Busch characterizing Staff's Proposal as "novel.").

⁵⁵ Ex. 551, Berry Surrebuttal Testimony, at p. 8.

B. Staff's Proposal is Overly Complex and Impractical

53. Staff's Proposal is overly complex, onerous, and unfair. It would introduce six new charges—Demand Deviation Charge, Imbalance Charge, Variable Fixed Revenue Contribution, Stable Fixed Revenue Contribution, Load-Serving Energy Charge, and Capacity Shortfall Rate—with placeholder rates and no consistent underlying methodology.⁵⁶ Implementing such sweeping and untested changes, especially outside of a rate case, is impractical and administratively burdensome.⁵⁷ Moreover, Staff's Proposal is outside the emerging industry standard framework.⁵⁸ A tariff designed as Staff proposes is not competitive and would not promote the economic development envisioned by the Missouri Legislature.⁵⁹

C. Staff's Proposal is Not Cost-Based

54. At least four of the six new charges proposed by Staff—the Demand Deviation Charge, Imbalance Charge, Variable and Stable Fixed Revenue Contributions, Load-Serving Energy Charge, and Capacity Shortfall—are unmoored from actual costs. For example, the Demand Deviation Charge uses the Southwest Power Pool's ("SPP") Deficiency Payment to penalize demand deviations, which is unrelated to actual costs.⁶⁰ The Fixed Revenue Contributions arbitrarily inflates customers' bills by 24.77% to collect 120% of cost of service with no supporting cost study, which risks over-recovery of fixed costs.⁶¹ The Capacity Shortfall Rate assigns system-wide capacity penalties to a single customer class even though shortfalls reflect aggregate system

⁵⁶ *Id.* at pp. 7, 21.

⁵⁷ *Id.* at pp. 21–22.

⁵⁸ *Id.* at pp. 6–8.

⁵⁹ See Tr., Vol. 3, p. 134, ln. 19–p. 135, ln. 11 (Ameren witness Robert Dixon discusses how Staff's Proposal is not competitive with Kansas.); Ex. 700, Dixon Surrebuttal Testimony, at p. 4, ln. 18–22 ("I have personally participated in numerous and extensive discussions with potential large load customers, and I have heard firsthand how they are evaluating the different jurisdictions across the country. From these conversations, I believe that if Missouri were to adopt Staff's overall proposal in general, and more specifically, the provisions that Mr. Wills discusses in his Surrebuttal Testimony, our state would be among the last to be considered by them.").

⁶⁰ Ex. 551, Berry Surrebuttal Testimony, at pp. 14–15.

⁶¹ *Id.* at pp. 17–19.

conditions.⁶² The Load-Serving Entity Charge is a mere “placeholder” and Staff admits that it does not know on what costs it would be based or how it would be calculated.⁶³

55. If charges are not tied to actual costs incurred, some customers may be overcharged while others are undercharged, resulting in unjust and unreasonable rates. Rates that lack evidentiary support or a cost basis expose the utility and the commission to costly litigation and reversal.

D. Staff’s Proposal is Discriminatory

56. Staff’s approach explicitly treats large load customers differently than all others, requiring each to be registered as a separate SPP commercial pricing node, exposing large load customers to price volatility and unique charges not faced by any other embedded-cost customers.⁶⁴ The Imbalance Charge penalizes a large load customer if it does not forecast load perfectly—an obligation no other customer class bears.⁶⁵ The Load-Serving Energy Charge, which is designed to recover real time deviations, ancillary services, and transmission expenses that vary with load versus demand, are structured so that real-time deviations and transmission costs are uniquely recoverable from large load customers.⁶⁶ No other U.S. utility has established separate PNodes and RTO-level charges exclusively for large loads.⁶⁷

57. Together, these rate-making provisions render Staff’s Proposal unduly discriminatory and inconsistent with principles of equity and non-discrimination.

E. Staff’s Proposal Would Hamper Economic Development

⁶² *Id.* at p. 13.

⁶³ *Id.* at p. 12.

⁶⁴ *Id.* at pp. 10, 13.

⁶⁵ *Id.* at p. 16.

⁶⁶ *Id.* at p. 12.

⁶⁷ *Id.*

58. Staff's Proposal would reduce the incentive for energy-intensive companies to invest and locate in Missouri.⁶⁸ By disconnecting charges from actual costs and failing to offer clean-energy or renewable options, Staff's Proposal will be unattractive to large load customers, depriving ratepayers and the state of the substantial advantages that large load customers bring, such as reliability investments, efficiency gains, and grid modernization. The absence of options for corporate clean-energy goals further undermines Missouri's competitiveness for future investment.⁶⁹

59. Such an outcome directly contravenes the legislative intent of SB 4, which was intended to attract large load customers. As Governor Mike Kehoe stated, due to the passage of SB 4: "Missouri is well-positioned to attract new industry, support job growth, and maintain affordable, reliable energy for our citizens."⁷⁰

F. Staff's Proposal is Inappropriately Offered

60. Finally, Staff's Proposal is inappropriately offered. The Commission is an administrative body of limited jurisdiction, created by statute.⁷¹ It has only such powers as are expressly conferred upon it by the statutes and reasonably incidental thereto.⁷² The statutes conferring power on the Commission are purely regulatory.⁷³ The utility's ownership of its business and property includes the right of control and management, subject to state regulation through the Public Service Commission.⁷⁴ The powers of regulation delegated to the Commission

⁶⁸ See Tr., Vol. 3, p. 128, ln. 7–p. 130, ln. 22 (hearing testimony of Ameren witness Robert Dixon explaining his view that Staff's Proposal is a barrier to economic development in Missouri generally).

⁶⁹ Ex. 551, Berry Surrebuttal Testimony, at p. 21, ln. 10–19.

⁷⁰ Ex. 108, Gov. Kehoe SB4 Press Release.

⁷¹ *State ex rel. Harline v. Pub. Serv. Comm'n of Mo.*, 343 S.W.2d 177, 181 (Mo. App. 1960) (citing *State ex rel. and to Use of Kansas City Power & Light Co. v. Buzard*, 350 Mo. 763, 168 S.W.2d 1044 (1923)).

⁷² *Id.*

⁷³ *Id.*

⁷⁴ *Id.* at 181–182.

are comprehensive and extend to every conceivable source of corporate malfeasance.⁷⁵ Those powers do not, however, clothe the Commission with the general power of management incident to ownership.⁷⁶ The utility retains the lawful right to manage its own affairs and conduct its business as it may choose, as long as it performs its legal duty, complies with lawful regulation and does no harm to public welfare.⁷⁷

61. Accepting Staff's Proposal inappropriately inserts the Commission into the Company's management and ownership decisions. Evergy should reasonably be permitted to design and apply for a LLPS Rate Plan, as it is in the best position to do so. In this proceeding, Evergy should not have a wholly new tariff foisted upon it. Such an occurrence could discourage public utilities from bringing tariff applications before the Commission in the future, undermining the regulatory process and deterring proactive engagement by utilities.

62. For these reasons, Staff's Proposal should be rejected in its entirety as contrary to the public interest, overly complex, not cost-based, discriminatory, detrimental to economic development, and inappropriately offered.

V. Google's Comments to the Joint Issues List

63. The Joint Issues List identifies twenty-one (21) issues, designated A through U ("Issues"). Approval of the Stipulation and Agreement resolves Issues A, C through J, and M through T. Nevertheless, with respect to the following Issues, Google states the following positions:

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

64. Google does not take a position with respect to this issue.

⁷⁵ *Id.* at 182.

⁷⁶ *Id.*

⁷⁷ *Id.*

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

65. The Commission should reject Staff's and OPC's proposals concerning the curtailment of large load customers. Staff recommends updating Evergy's Emergency Energy Conservation Plan to state, "Customers taking service under Schedule LLPS may be interrupted during grid emergencies under the same circumstances as any other customer."⁷⁸ OPC similarly recommends LLPS customers "be subject to mandatory emergency curtailments as warranted."⁷⁹ Staff and OPC's recommendations ignore the fact that many LLPS customers provide essential services. The current Emergency Conservation Plan tariff sheet and related tariff sheets adequately accommodate LLPS customers.⁸⁰ Accordingly, there is no basis for the additional language or requirements proposed by Staff and OPC, and their recommendations should be rejected.

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

66. The studies proposed by OPC have not been sufficiently vetted in this proceeding with respect to either their need, the standards to be applied, or the manner in which they be provided. For example, with respect to power usage and water usage, large load customers are incentivized to prioritize efficiency⁸¹ and it is common for large load customers to publish public reports regarding power usage and water usage.⁸² Moreover, the Stipulation and Agreement provides that the Company and stakeholders, including OPC, Staff, and customers will meet to determine the contents of an annual compliance report to be provided to the Commission.⁸³ In

⁷⁸ Ex. 201, Staff Recommendation, at p. 112, ln. 20–22.

⁷⁹ Ex. 301, Rebuttal Testimony of Geoff Marke, at p. 25, ln. 9–10 ("Marke Rebuttal Testimony").

⁸⁰ See Ex. 105, Surrebuttal Testimony of Bradley Lutz, at pp. 21–22 ("Lutz Surrebuttal Testimony").

⁸¹ See Ex. 104, Surrebuttal Testimony of Kevin Gunn, at pp. 21–22 ("Ex. 104, Gunn Surrebuttal Testimony").

⁸² See Tr., Vol. 2, p. 80, ln. 25–p. 81, ln. 20 (Commissioner Kolkmeier questioning counsel for Velvet regarding water usage and public reports on the same produced by Meta annually).

⁸³ Stipulation & Agreement, ¶ 35.

other words, the Parties will be able to address the need for and appropriateness of any studies at a later time. Given the record as a whole, the Commission should not require studies at this time.

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

67. Google does not believe that a form customer agreement should be included in the Commission-approved LLPS tariff. Nevertheless, Google acknowledges that transparency is essential to fostering constructive engagement with regulatory stakeholders.

68. Requiring Commission approval of individual service agreements is unwarranted because under the proposed framework, such agreements would simply set forth customer-specific details that will be fully consistent with the terms of the approved tariff. By contrast, Commission approval is appropriate for special contracts that establish rates outside of the traditional ratemaking process. In the case of the Stipulation and Agreement's proposed framework, rates are based upon an approved tariff, as updated during relevant rate case proceedings, and therefore, Commission approval of individual agreements is unnecessary.

69. The lack of Commission approval for service agreements does not diminish the Commission's authority to review or investigate service agreements as needed. On the contrary, foregoing approval of each service agreement promotes administrative efficiency by obviating the need for the Commission to repeatedly litigate matters that have already been addressed in this proceeding and subsequent rate cases.

N. Should Evergy be required to disclose information about prospective customers?

70. Evergy should not be required to disclose any confidential, customer-specific information about prospective customers. Google, for example, considers the details of its contractual negotiations with utilities to be highly sensitive commercial information. Public disclosure of such information is carefully timed and coordinated, taking into account a range of commercial, legislative, and political considerations. Premature or unnecessary disclosure can jeopardize the success of projects and, potentially, result in project failure. Requiring the disclosure

of confidential information about prospective customers—who may ultimately decide not to locate within the service territory—creates unnecessary risk during a critical phase of the decision-making process.

O. Should LLPS customers be included in the FAC?

71. The Commission should reject Staff’s proposal regarding the Fuel Adjustment Clause (“FAC”). As described in the Surrebuttal Testimony of Dr. Berry, Staff’s FAC proposal involves isolating expenses by requiring LLPS Customers to be registered as separate SPP commercial pricing nodes.⁸⁴ Staff’s proposal to remove LLPS customer costs from the FAC is the culmination of its proposal to treat these customers differently. As discussed in Section IV.D above, such a structure is discriminatory, and so, Staff’s FAC proposal should be rejected.

72. Additionally, there are many practical downsides to Staff’s proposal. Staff admits that nodal pricing can fluctuate significantly and unpredictably due to changes in local supply and demand.⁸⁵ The Surrebuttal Testimony of Derek Brown further describes the risks of price fluctuation, forecasting difficulties for single customers, and implementation challenges.⁸⁶ Mr. Brown notes that Evergy is not aware of any instance in SPP where a customer is registered to a separate and specific pricing node.⁸⁷ Further, Mr. Lutz warns that this node requirement is based on unvetted judgment, risks significant complexity and disputes in billing, and may not even be technically feasible.⁸⁸

73. Additionally, the Surrebuttal Testimony of Steve Wills explains that the energy imbalance issue Staff is attempting to address is de minimis relative to the scale of generation

⁸⁴ Ex. 551, Berry Surrebuttal Testimony, at pp. 10–11.

⁸⁵ Ex. 551, Berry Surrebuttal Testimony, at p. 20; *see also* Ex. 103, Surrebuttal Testimony of Derek Brown, at pp. 9-14 (“Ex. 103, Brown Surrebuttal Testimony”) (describing the risks of price fluctuation, errors, and other challenges and risks associated with separate commercial pricing nodes).

⁸⁶ Ex. 103, Brown Surrebuttal Testimony, at pp. 9–14.

⁸⁷ *Id.* at p. 9.

⁸⁸ Ex. 105, Lutz Surrebuttal Testimony, at p. 34.

investment and that under SPP tariff design, aggregate forecast-deviation charges are minimized when all loads share a single commercial pricing node.⁸⁹ Separate commercial pricing nodes therefore add needless complexity and raise system-wide costs without any material cost causation or customer benefit.⁹⁰

74. As a result, the Commission should reject Staff's Proposal as it relates to the FAC and treat Schedule LLPS Customers as provided in the Stipulation and Agreement.⁹¹

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

75. No treatment is needed. The Commission should reject Staff's proposed adjustments and provisions to address revenues from LLPS customers occurring between general rate cases for the reasons put forward in the Surrebuttal Testimonies of Steven Wills and Kevin Gunn.

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

76. OPC's recommendation concerning the establishment of a community benefits program is a matter properly addressed by the Missouri Legislature. The Commission lacks the legal authority to mandate contributions to specific initiatives that are not directly tied to the utilities' cost of service. Nonetheless, Google remains committed to serving as an active and engaged partner within the communities where it builds and operates data centers.

VI. Conclusion & Requested Relief

77. WHEREFORE, Google LLC respectfully requests the Commission approve the Non-Unanimous Global Stipulation and Agreement in its entirety. Approval of the Stipulation and Agreement will promote regulatory certainty, advance the public interest, and facilitate continued

⁸⁹ See Ex. 704, Surrebuttal Testimony of Steven M. Wills, at pp. 14–19 (“Ex. 704, Wills Surrebuttal Testimony”).

⁹⁰ See *Id.* at pp. 14–19.

⁹¹ Stipulation and Agreement, ¶ 43.

investment in the state. Google remains committed to working collaboratively with all stakeholders and the Commission to address the issues in this proceeding and to ensure Missouri is well-positioned among states competing for large-scale data center and AI investment.

Respectfully submitted,

POLSINELLI PC

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ATTORNEYS FOR GOOGLE LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon the parties listed on the official service list by email, this 29th day of October, 2025.

/s/ Frank A. Caro

Frank A. Caro