

In the Matter of the Application of Evergy)
Metro, Inc. d/b/a Evergy Missouri Metro and) File No. EO-2025-0154
Evergy Missouri West, Inc. d/b/a Evergy Missouri)
West for Approval of New and Modified Tariffs for)
Service to Large Load Customers)

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TABLE OF CONTENTS

Introduction.....	3
ISSUE 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?	4
ISSUE C: What should be the threshold demand load in megawatts ("MW")/criteria for a large load power service ("LLPS") customer to receive service under a Commission approved LLPS tariff?.....	7
ISSUE C(a): To the extent the threshold captures existing customers, should a grandfathering provision for such customer be adopted?	8
ISSUE F: What minimum term of service should be required for an LLPS customer to receive service under the Commission approved LLPS tariffs? ...	9
ISSUE G: What collateral or other security requirements should be required for a LLPS customer to receive service under the Commission approved LLPS tariffs?.....	10
ISSUE H: What termination fee (exit fee) provision should a LLPS customer be subject to under the Commission approved LLPS tariffs?	11
ISSUE K: Are changes needed for the Emergency Energy Conservation Plan tariff sheet and related tariff sheets to accommodate LLPS customers?	12
ISSUE L: What studies should be required for customers to take service under the LLPS tariff?.....	12
ISSUE M: Should a form customer service agreement be included in the Commission approved LLPS tariffs resulting from this case?	12
ISSUE N: Should Evergy be required to disclose information about prospective customers?	13
ISSUE S: Should the Commission approve the Evergy System Support Rider or take other steps to address cost impacts to non-LLPS customers?	14
ISSUE T: Should the proposed additional riders be authorized by the Commission at this time?	15
ISSUE T(a): The Customer Capacity Rider?.....	16
Additional Issues	16
Conclusion	17
CERTIFICATE OF SERVICE.....	19

Introduction

Velvet Tech Services, LLC ("Velvet"),¹ a wholly-owned subsidiary of Meta Platforms, Inc., respectfully submits this brief in support of the *Non-Unanimous Global Stipulation and Agreement* filed in this proceeding. Velvet's support for this settlement is grounded in both its experience as a large load customer in Missouri and its demonstrated commitment to the state's economic development.

The Stipulation before the Commission represents the culmination of extensive negotiations among diverse stakeholders—utilities, large industrial customers, data center operators, environmental advocates, and consumer representatives. It achieves a balanced framework that advances multiple critical public interests: maintaining Missouri's economic competitiveness through structured pathways for large load customers; protecting existing ratepayers through comprehensive collateral requirements and cost stabilization mechanisms; supporting clean energy development through renewable energy riders; preventing stranded costs through carefully crafted

¹ Velvet's Kansas City Data Center, which became operational following Commission approval of a special high load factor market rate tariff in Case No. EO-2022-0061, represents over \$1 billion in capital investment in Missouri. This facility was constructed primarily with materials sourced in the United States and employed an average of 1,500 skilled trade workers at peak construction. Beyond direct economic impact, Meta has contributed more than \$1 million to schools and non-profits throughout Clay County, Platte County, and Kansas City, Missouri. As Meta's Data Center Community and Economic Development Director Brad Davis explained: "In 2022, we selected Kansas City because it offered excellent infrastructure, a robust electrical grid, a strong pool of talent for construction and operations jobs, and incredible community partners. We are extremely proud to be part of this community, and we look forward to continuing to strengthen our partnership for years to come." See <https://about.fb.com/news/2025/08/metas-kansas-city-data-center/>.

minimum terms and exit provisions; and ensuring transparency through annual reporting requirements and stakeholder oversight.

Additionally, the Stipulation is consistent with the plain language of Senate Bill 4, adopted by the legislature in 2025, and the public policy of this state.² What is more, the Stipulation is consistent with industry norms and provides consistency across Evergy jurisdictions.

For Velvet specifically, this tariff framework provides the regulatory certainty necessary for continued long-term infrastructure investment while ensuring appropriate contribution to system costs. The alternative—continued uncertainty and delayed regulatory resolution—would impede economic development and discourage the substantial capital investments that large load customers like Velvet bring to Missouri.

Velvet respectfully urges the Commission to approve the Stipulation without modification, recognizing that its interdependent provisions represent a carefully negotiated compromise that serves the public interest.

ISSUE 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?

The Commission should approve the Large Load Power Service ("LLPS") rate design as set forth in the Stipulation. Velvet Tech, along with Evergy, Ameren Missouri, Google, Nucor, the Data Center Coalition, Sierra Club, and Renew Missouri, have reached comprehensive agreement on the fundamental structure of Schedule LLPS, including applicability provisions, service terms,

² *State ex rel. St. Louis v. Pub. Serv. Comm'n of Mo.*, 73 S.W.2d 393, 400 (Mo. banc 1934) ("public policy of the state must be derived by legislation"); *see also* Section 144.810, RSMo (creating tax exemptions specifically for "new data storage center project[s]").

capacity provisions, pricing mechanisms, and optional riders.³ This agreement represents extensive negotiations among diverse stakeholders and balances utility revenue requirements with customer flexibility and economic development objectives while ensuring just and reasonable rates for all customers.⁴ This is consistent with the Commission's statutory charge to ensure just and reasonable rates.⁵

The Stipulation establishes Schedule LLPS as a new tariffed rate offering for new large load customers with demand equal to or exceeding 75 MW. The rate structure includes carefully calibrated demand charges and a Cost Stabilization Rider designed to ensure that those new LLPS customers substantially cover the costs to serve them.⁶ The structure proposed in the Stipulation reflects appropriate cost allocation while maintaining Missouri's competitiveness for attracting large load economic development. The Stipulation appropriately balances cost recovery concerns through multiple mechanisms, including minimum billing requirements, the Cost Stabilization Rider, and appropriate collateral requirements.⁷

Critically, the Stipulation resolves contentious issues regarding contract terms, capacity reduction flexibility, exit fee structures, collateral requirements, and creditworthiness standards through balanced compromises that protect both utility interests and customer needs.⁸ The agreement provides LLPS customers with meaningful operational flexibility through permissible capacity reductions, reasonable exit provisions with mitigation

³ Exhibit 106 at 6:11-14.

⁴ *Id.* at 2:1-3:15.

⁵ Section 393.130.1, RSMo.

⁶ Exhibit 106 at 10:16-12:2.

⁷ *Id.* at 10:16-11:23.

⁸ *See* Exhibit 106 at 7-9 (Table 1).

requirements, and optional riders that enable customers to participate in demand response programs and procure clean energy resources.⁹ These provisions recognize that large load customers require flexibility to respond to changing business conditions while ensuring utilities can recover costs incurred to serve these customers and that other ratepayers are protected from inappropriate cost shifts.¹⁰

The Commission should not adopt Staff's conceptual tariff. Staff's proposal is out-of-line with industry standards and other jurisdiction's approaches to large load tariffs, and would result in unduly discriminatory rates, terms and conditions on large load customers, in contravention of Section 393.130.3, RSMo.¹¹ In support of the conceptual tariff, Mr. Busch outlined a number of concerns he had regarding large load customers and data center customers, generally.¹² Yet, Staff Witness Busch testified that such tariff was developed by Staff without having "made any contacts with any large data center customer."¹³ Unsurprisingly, Google Witness Berry testified: "Staff's proposal does not address large load customer needs and is impractical to implement."¹⁴ Velvet Tech agrees.

⁹ *See Id.*

¹⁰ *See Id.* at 2:4-3:15.

¹¹ *See State ex rel. City of Joplin v. Pub. Serv. Comm'n of State of Mo.*, 186 S.W.3d 290, 296 (Mo. App. W.D. 2005) (citing Section 393.130.3, RSMo "[T]he Commission lacks statutory authority to approve discriminatory rates.>").

¹² Exhibit 200, pp. 3-12.

¹³ Tr. (Vol. 2) at 213:11-12. Similarly, Mr. Marke testified he largely agreed with Staff Witness Busch's perspective on data centers, despite the Office of Public Counsel failing to submit a single data request to the only operational data center in Missouri. Tr. (Vol. 3) at 248:11-24.

¹⁴ Exhibit 551, 4:11-12. Likewise, Ameren Witness Dixon testified "[W]e heard it directly from many of the customers or potential customers in today's case and heard it yesterday, and that's the proposal that Staff has put together is

ISSUE C: What should be the threshold demand load in megawatts ("MW")/criteria for a large load power service ("LLPS") customer to receive service under a Commission approved LLPS tariff?

The Stipulation establishes a 75 MW threshold for LLPS service applicability, and Velvet Tech supports this compromise threshold. Under the Stipulation's applicability provisions, Schedule LLPS is required for any new facility beginning service after the tariff's effective date with peak load reasonably expected to equal or exceed 75 MW at any time during the contract term. This threshold appropriately identifies customers whose load characteristics, capital intensity, and operational requirements justify specialized tariff treatment distinct from general service customers.

The 75 MW threshold is lower than Evergy's originally proposed 100 MW threshold. This expanded applicability supports Missouri's economic development objectives by providing attractive rate structures to more potential large load customers, including data centers, advanced manufacturing facilities, and other capital-intensive operations.¹⁵

The Stipulation includes critical provisions addressing how the threshold applies to existing customers. Any customer with an Electric Service Agreement executed prior to Schedule LLPS's effective date may elect to continue receiving service under their existing schedule or opt in to Schedule LLPS.¹⁶ This election provision protects existing customer investments while allowing those customers to access LLPS benefits if advantageous. For existing customers, Schedule LLPS becomes applicable only to expansion load equal to or exceeding 75 MW, ensuring that incremental large load additions are

far out outside of the norm in the industry right now." Tr. (Vol 3) at 128:20-129:2.

¹⁵ Exhibit 106 at 5:10-19.

¹⁶ See *Non-Unanimous Global Stipulation and Agreement* (Docket #116), ¶ 5.

appropriately served under the new framework while protecting established service arrangements for existing load.

ISSUE C(a): To the extent the threshold captures existing customers, should a grandfathering provision for such customer be adopted?

The Stipulation includes grandfathering provisions that Velvet Tech fully supports. These provisions protect existing customers who made substantial capital investments and operational commitments in good faith reliance on the regulatory framework in effect when their decisions were made. Subjecting such customers to materially different contract terms, pricing structures, or operational requirements retroactively would constitute fundamentally unfair treatment that undermines the regulatory certainty essential for major capital investment decisions.

Under the Stipulation, any customer with an Electric Service Agreement executed prior to Schedule LLPS's effective date may elect to continue receiving service under their existing schedule.¹⁷ This election rightly provides complete protection for existing customers' established service arrangements, rates, and contractual terms. Customers who prefer to remain under their current tariff schedules can do so without penalty or adverse consequences. This provision recognizes that customers planned their operations, projected their costs, and structured their business models based on existing rate structures and should not face unexpected changes to fundamental service terms.

The Stipulation also provides that for existing customers, Schedule LLPS applicability extends only to expansion load of 75 MW or greater. This balanced approach supports continued economic development through

¹⁷ See *Non-Unanimous Global Stipulation and Agreement* (Docket #116), ¶ 5.

expansions while maintaining fairness to customers with existing operations.

ISSUE F: What minimum term of service should be required for an LLPS customer to receive service under the Commission approved LLPS tariffs?

The Stipulation establishes a contract term structure consisting of twelve years plus up to five years of optional transitional load ramp period, and Velvet Tech supports this agreement.¹⁸ This term structure appropriately balances utility interests in cost recovery and resource planning certainty with customer needs for economically viable contract commitments. The twelve-year base term provides Evergy with substantial commitment from LLPS customers, ensuring reasonable cost recovery for resources dedicated to serving these large loads while maintaining Missouri's competitiveness for attracting major economic development projects.

The inclusion of up to five years of transitional load ramp period separate from the twelve-year term recognizes the practical realities of large facility development and commissioning. Data centers, manufacturing plants, and other large industrial facilities require extended periods to achieve full operational capacity. Construction, equipment installation, testing, commissioning, and operational ramp-up often span multiple years, particularly for the largest and most complex facilities. During this ramp period, customers are still investing capital and bringing operations online rather than operating at steady-state conditions. The Stipulation appropriately treats this period separately, allowing the load ramp to extend up to five years before the twelve-year term at full contract capacity commences.¹⁹

¹⁸ See Exhibit 106 at 7.

¹⁹ See Exhibit 106 at 7.

ISSUE G: What collateral or other security requirements should be required for a LLPS customer to receive service under the Commission approved LLPS tariffs?

The Stipulation establishes a comprehensive collateral framework based on two years of minimum monthly bills with tiered reductions for creditworthy customers, and Velvet Tech supports this balanced approach.²⁰ The base requirement of two years of minimum monthly bills provides Evergy with substantial security against customer default risk, covering the period during which the utility might need to recover stranded costs, find alternative uses for dedicated capacity, or reassign resources to other customers. This security level appropriately protects Evergy's financial interests and prevents cost shifts to non-LLPS customers in the event of customer default while avoiding excessive collateral requirements that would render large load projects economically infeasible.

The Stipulation's tiered creditworthiness reductions recognize that financially strong customers and their guarantors present materially lower default risk and should not face the same collateral requirements as less creditworthy entities.²¹ The 60% exemption appropriately recognizes that highly creditworthy entities with significant liquidity pose minimal default risk. The cap prevents unlimited collateral exemptions while providing meaningful relief for large, financially strong customers.

Importantly, the Stipulation provides that Evergy will, annually consider reducing a customer's collateral obligation after the customer has achieved peak load and operated above 75 MW for at least three years, based on performance criteria including financial condition, load performance,

²⁰ See Exhibit 106 at 14:8-21.

²¹ See Exhibit 106 at 8-9, 14:8-21.

payment history, credit rating, and default history.²² This provision recognizes that established customers with proven performance records present lower risk and should benefit from reduced collateral burdens over time.

ISSUE H: What termination fee (exit fee) provision should a LLPS customer be subject to under the Commission approved LLPS tariffs?

The Stipulation establishes reasonable exit fee provisions with appropriate mitigation requirements and notice periods, and Velvet Tech supports this framework.²³ This structure ensures that Evergy can recover costs incurred to serve LLPS customers who terminate service early while providing customers with a clear, calculable exit cost if business circumstances require service termination.

The thirty-six month notice requirement provides Evergy with substantial advance warning of potential service termination, allowing the utility to adjust resource planning, seek replacement customers for dedicated capacity, or take other actions to mitigate stranded costs. The exit fee calculation creates a reasonable proxy for costs that Evergy may not recover due to early termination. By using minimum monthly bills rather than actual bills as the basis, the calculation focuses on the committed capacity and fixed cost recovery that underpin the LLPS rate structure, appropriately targeting the cost recovery shortfall that early termination could create.

Critically, the Stipulation requires Evergy to use reasonable efforts to mitigate exit fees, including through reassignment of resources to other customers.²⁴ This mitigation obligation prevents Evergy from simply collecting exit fees without attempting to reduce actual costs through available

²² See *Non-Unanimous Global Stipulation and Agreement* (Docket #116), ¶ 29.

²³ See Exhibit 106 at 8.

²⁴ See *Non-Unanimous Global Stipulation and Agreement* (Docket #116), ¶ 11.

commercial mechanisms.

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

The Stipulation does not include provisions subjecting LLPS customers to mandatory emergency curtailments, and Velvet Tech supports this outcome.

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

The Stipulation does not impose mandatory pre-service studies as a condition for LLPS customers to take service, and Velvet Tech supports this approach. The Commission should not order the three studies/reporting mechanisms proposed by the OPC's witness Dr. Geoff Marke, given what large load customers already publicly report.²⁵

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

The Stipulation requires customers receiving service under Schedule LLPS to enter into written LLPS Service Agreements that specify provisions of their electric service, including contract capacity, and Velvet Tech supports this requirement. While the Stipulation does not include a specific form service agreement as an exhibit, it establishes comprehensive requirements that will govern LLPS Service Agreements, providing substantial clarity on essential terms while preserving appropriate flexibility for customer-specific negotiations.

²⁵ See 2025 Meta Sustainability Report, https://sustainability.atmeta.com/wp-content/uploads/2025/08/Meta_2025-Sustainability-Report_.pdf and 2025 Environmental Data Index https://sustainability.atmeta.com/wp-content/uploads/2025/10/Meta_2025-Environmental-Data-Index.pdf.

By specifying core provisions in the Stipulation and Schedule LLPS, the parties have created a comprehensive template that ensures consistency across LLPS Service Agreements while allowing appropriate customization.

The approach of establishing detailed requirements in the tariff and Stipulation rather than including a specific form agreement provides important flexibility for addressing customer-specific circumstances. Large load customers vary significantly in their operational characteristics, load profiles, facility requirements, and business models.

The Stipulation's framework establishes required minimum provisions while allowing parties to negotiate additional terms and incorporate customer-specific arrangements for matters such as load ramp specifications, interim capacity procurement, optional rider participation, and operational coordination. This balanced approach provides regulatory certainty on fundamental terms while maintaining the flexibility necessary for effective large load development and service delivery.

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

No. Consistent with the Stipulation, the Commission should not require Evergy to disclose any confidential, customer-specific information about prospective customers.

To address transparency concerns, the Stipulation establishes comprehensive annual reporting requirements while protecting confidential customer information, and Velvet Tech supports this approach. The Stipulation requires Evergy to meet with stakeholders including the Office of Public Counsel, Commission Staff, and customers to determine the contents of an annual compliance report to be provided to the Commission.²⁶ This

²⁶ See Exhibit 106 at 9.

collaborative approach to defining reporting requirements ensures that the Commission and stakeholders receive meaningful information about LLPS implementation while respecting legitimate confidentiality concerns.

The Stipulation also requires Evergy to meet with Commission Staff and the Office of Public Counsel at least annually on a highly confidential basis to provide updates on Schedule LLPS, with agendas mutually agreed to by the parties.²⁷ These confidential briefings provide a mechanism for detailed information sharing and regulatory oversight without public disclosure that could harm customer competitive interests or discourage LLPS participation. This framework appropriately balances the Commission's legitimate need for information to evaluate LLPS implementation and impacts with customers' equally legitimate needs to protect confidential business information regarding expansion plans, facility details, operational characteristics, and energy usage patterns.

By establishing both public reporting mechanisms with appropriate aggregation and anonymization and confidential briefing processes for more detailed information sharing, the Stipulation creates a comprehensive oversight framework that serves regulatory needs without creating barriers to large load development.

ISSUE S: Should the Commission approve the Evergy System Support Rider or take other steps to address cost impacts to non-LLPS customers?

The Stipulation does not include a System Support Rider, and Velvet Tech supports this outcome. The Stipulation instead addresses cost allocation

²⁷ See Non-Unanimous Global Stipulation and Agreement (Docket #116), ¶ 35.

and cost recovery concerns through multiple mechanisms that more appropriately ensure LLPS customers pay for the costs they impose on the system while providing benefits to all customers.²⁸ The Cost Stabilization Rider, comprehensive rate design including substantial demand charges and grid charges, minimum monthly billing requirements, and provisions for future rate case evaluation of LLPS cost allocation collectively ensure appropriate cost recovery without the conceptual flaws and calculation errors that undermined the System Support Rider proposal.

ISSUE T: Should the proposed additional riders be authorized by the Commission at this time?

The Stipulation includes authorization of optional riders for LLPS customers, and Velvet Tech supports these provisions. The Customer Capacity Rider, Demand Response Generation Rider, and the new clean and renewable energy riders (Clean Energy Choice Rider, Renewable Energy Program Rider, Green Solution Connections Program, and Alternative Energy Credit Rider) provide LLPS customers with valuable flexibility while delivering system benefits and supporting Missouri's economic development and sustainability objectives.²⁹

These optional riders differ fundamentally from mandatory rate components because customers evaluate whether participation serves their interests and only opt in if riders provide mutual benefits. This voluntary nature ensures that customers participate only when doing so aligns with their operational capabilities and business objectives, while utilities benefit from customer resources and flexibility that support system reliability and resource adequacy. The optional nature also mitigates concerns about inappropriate

²⁸ See Exhibit 106 at 7-9.

²⁹ See Exhibit 106 at 9.

cost shifting or forced participation in programs that might not suit all customer circumstances. By providing multiple pathways for customers to access clean energy and contribute system resources, the optional riders make Missouri more attractive for large load economic development while supporting grid reliability and environmental objectives.

ISSUE T(a): The Customer Capacity Rider?

Yes, the Commission should authorize the Customer Capacity Rider as provided in the Stipulation. The CCR enables Evergy to credit customers for using their supply of generation capacity as Southwest Power Pool-accredited capacity for use by Evergy to serve customer load. This rider creates value for both customers and the utility system by providing customers with greater control over their generation supply while offering Evergy access to capacity resources that help meet system reliability requirements.

The Stipulation appropriately specifies that customer capacity may be owned or contracted by the customer, a subsidiary, or an affiliate, and must be transferred to Evergy via bilateral contractual agreement. The CCR's success will depend on ensuring that credit mechanisms properly value the capacity customers provide while maintaining performance requirements, but the framework established in the Stipulation provides an appropriate foundation for these customer-specific negotiations.

Additional Issues

At the evidentiary hearing, both Staff and OPC suggested the Commission should establish a working docket related to large load customers. The Commission should decline to do so.

OPC Witness Mantle admitted that a workshop process could take

several months or more.³⁰ Ameren witness Dixon suggested a working docket would not be beneficial, would create delay and harmful to the state's economic development efforts.³¹

In addition, the creation of a working docket is inconsistent with Senate Bill 4, codified at Section 393.170.7, RSMo, which provides:

Each electrical corporation providing electric service to more than two hundred fifty thousand customers 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 one hundred megawatts or more.

This was a directive to investor-owned utilities to develop new schedules, not a directive to the Commission itself to open a working docket.

With respect to all other issues, Velvet Tech takes no position at this time but reserves the right to do so based on the evidence and briefing of other parties.

Conclusion

For the foregoing reasons, Velvet Tech Services, LLC respectfully requests that the Commission approve the Non-Unanimous Global Stipulation and Agreement without condition or modification. The Stipulation represents extensive negotiations among diverse stakeholders including utilities, large load customers, environmental advocates, and economic development interests.³²

As Evergy witness Gunn testified, the LLPS Rate Plan as modified by

³⁰ Tr. (Vol. 3) at 266:11-18.

³¹ Tr. (Vol. 3) at 131:22-132:11.

³² See Exhibit 106 at 6:11-14, It establishes a comprehensive regulatory framework for large load service that balances utility cost recovery needs, customer flexibility requirements, protection for non-LLPS customers, and Missouri's economic development and environmental objectives.

the Stipulation appropriately balances both the risks and benefits presented by new large load customers, establishes reasonable protections and safeguards for existing customers, ensures that new large load customers will pay their share of system costs, and provides a competitive rate program that will help drive economic development in Missouri.³³ The Stipulation strikes a reasonable balance between establishing a framework that will actually attract large load customers to Missouri while protecting existing customers.³⁴

Velvet Tech urges the Commission to approve the Stipulation as filed, finding that it establishes just and reasonable rates for LLPS service, is supported by substantial competent evidence on the record, and serves the public interest. Approval will enable Evergy to offer competitive large load service that attracts substantial economic development to Missouri while protecting existing customers and supporting the state's energy and environmental policy objectives.

³³ See Exhibit 106 at 2:4-15.

³⁴ See Id. at 2:13-15.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served upon all of the parties of record or their counsel, pursuant to the Service List maintained by the Data Center of the Missouri Public Service Commission on October 29, 2025.

/s/ Stephanie S. Bell