

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

In the Matter of Evergy Missouri West, Inc. )  
d/b/a Evergy Missouri West's Request for ) Case No. ER-2024-0189  
Authority to Implement A General Rate )  
Increase for Electric Service )

**APPLICATION FOR REHEARING AND MOTION FOR  
RECONSIDERATION AND CLARIFICATION OF EVERGY MISSOURI WEST**

**COMES NOW**, Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West,” “EMW,” “Evergy,” or the “Company”), pursuant to Section 386.500<sup>1</sup> and 20 CSR 4240-2.160, applies for rehearing and moves for reconsideration and clarification of the Missouri Public Service Commission’s (“Commission”) *Report and Order Regarding Crossroads Issue* (“Order”) issued December 17, 2025.

In support of this Application and Motion, the Company states as follows:

**I. LEGAL PRINCIPLES THAT GOVERN APPLICATIONS FOR REHEARING**

1. All decisions of the Commission must be lawful, with statutory authority to support its actions, as well as reasonable. State ex rel. Ag Processing, Inc. v. PSC, 120 S.W.3d 732, 734-35 (Mo. banc 2003). An order’s reasonableness depends on whether it is supported by substantial and competent evidence on the record as a whole. State ex rel. Alma Tel. Co. v. PSC, 40 S.W.3d 381, 387 (Mo. App. W.D. 2001). An order must not be arbitrary, capricious, or unreasonable, and the Commission must not abuse its discretion. Id.

2. In a contested case the Commission is required to make findings of fact and conclusions of law pursuant to Section 536.090. Deaconess Manor v. PSC, 994 S.W.2d 602, 612 (Mo. App. W.D. 1999). For judicial review to have any meaning, it is a minimum requirement that the evidence, along with the explanation thereof by the Commission, make sense to the reviewing

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<sup>1</sup> All references are to the Missouri Revised Statutes (2000), as amended.

court. State ex rel. Capital Cities Water Co. v. PSC, 850 S.W.2d 903, 914 (Mo. App. W.D. 1993). In order for a Commission decision to be lawful, the Commission must include appropriate and accurate findings of fact and conclusions of law that are sufficient to permit a reviewing court to determine if it is based upon competent and substantial evidence. State ex rel. Monsanto Co. v. PSC, 716 S.W.2d 791, 795 (Mo. banc 1986); State ex rel. Noranda Aluminum, Inc. v. PSC, 24 S.W.3d 243, 246 (Mo. App. W.D. 2000); State ex rel. A.P. Green Refractories v. PSC, 752 S.W.2d 835, 838 (Mo. App. W.D. 1988); State ex rel. Fischer v. PSC, 645 S.W.2d 39, 42-43 (Mo. App. W.D. 1982), cert. denied, 464 U.S. 819 (1983).

3. In State ex rel. GS Technologies Operating Co. v. PSC, 116 S.W.3d 680, 691-92 (Mo. App. W.D. 2003), the Court of Appeals described the requirements for adequate findings of fact when it stated:

While the Commission does not need to address all of the evidence presented, the reviewing court must not be “left ‘to speculate as to what part of the evidence the court found true or was rejected.’” ... In particular, the findings of fact must be sufficiently specific to perform the following functions:

[F]indings of fact must constitute a factual resolution of the matters in contest before the commission; must advise the parties and the circuit court of the factual basis upon which the commission reached its conclusion and order; must provide a basis for the circuit court to perform its limited function in reviewing administrative agency decisions; [and] must show how the controlling issues have been decided[.]

[St. Louis County v. State Tax Comm'n, 515 S.W.2d 446, 448 (Mo. 1974), citing Iron County v. State Tax Comm'n, 480 S.W.2d 65 (Mo. 1972)].

4. The Commission cannot simply recite facts on which it bases a “conclusory finding,” and must rather “fulfill its duty of crafting findings of fact which set out the basic facts from which it reached its ultimate conclusion” in a contested case. Noranda, 24 S.W.3d at 246. “Findings of fact that are completely conclusory, providing no insights into how controlling issues were resolved are inadequate.” Monsanto, 716 S.W.2d at 795.

5. A review of the evidentiary record in this case demonstrates that the Report and Order failed to comply with these principles in certain respects and that rehearing should be granted, or a reconsideration and clarification order be issued to correct the matters discussed below.

## **II. ISSUES ON WHICH REHEARING AND/OR CLARIFICATION IS SOUGHT**

### **A. EMW does not seek recovery of transmission costs**

6. The Commission correctly stated in its Decision section of the Order that the Company requested it to determine whether it would be prudent for EMW to renew the Crossroads transmission service agreements (“TSA”) before they terminate on March 1, 2029. However, the Commission erroneously found that “EMW further asks that the Commission authorize EMW to recover Crossroads’ transmission costs.”<sup>2</sup>

7. Although that was the position Evergy took in direct, rebuttal, and surrebuttal testimony, it was superseded by the Unanimous Stipulation and Agreement (“Stipulation”) of October 2, 2024 which the Commission approved in December.<sup>3</sup> The Stipulation’s terms regarding the Crossroads Energy Center stated that if the signatory parties failed to achieve a settlement, the only issue at this final stage of the case and at the hearing conducted on November 4, 2025 was Issue 5.C.<sup>4</sup> As noted in the List of Issues, Issue 5.C asked: “In this case should the Commission determine it is prudent for Evergy to renew its firm point-to-point transmission service agreement with Entergy Corp. before it expires in February 2029?”<sup>5</sup>

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<sup>2</sup> Order at 12.

<sup>3</sup> Report and Order at 4-5 (Dec. 4, 2024).

<sup>4</sup> Stipulation at 2-4 (Oct. 2, 2024).

<sup>5</sup> List of Issues, Order of Opening Statement, Order of Cross-Examination, and Motion for Extension at 3(Sept. 19, 2024).

8. In its Opening Statement the Company made clear that this was the issue before the Commission and that it “is not asking to the Commission to relitigate or alter” its past decisions in 2011 and 2013 that disallowed transmission costs.<sup>6</sup>

9. In testimony at the November 4 hearing, Evergy’s witnesses stressed that it was “not asking for a revenue requirement change”<sup>7</sup> in this case but rather seeking guidance from the Commission on whether extending the Crossroads transmission path in “a new agreement”<sup>8</sup> or “new contract”<sup>9</sup> is prudent.

10. Neither the Company’s Initial Post-Hearing Brief<sup>10</sup> nor its Reply<sup>11</sup> Post-Hearing Brief asserted any claim or argument that EMW recover Crossroads transmission costs.

11. To correct the record and accurately state the position of Evergy Missouri West at this stage of the proceedings, the Commission should issue an order clarifying this point or should grant rehearing so that the Company can correct this error regarding its position on whether it sought to recover Crossroads transmission costs.

**B. The Order erroneously found that EMW has the option to extend the Crossroads Transmission Path “for up to five years”**

12. In Finding of Fact 23 the Order states: “EMW has the option to extend its Crossroads contracts for up to five years.” The authority for that statement is footnote 25 which cites “Tr. Vol 9, pp. 140-141.” This references the testimony of Staff witness Keith Majors who was attempting to quote his recollection of the testimony of Evergy witness Cody VandeVelde

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<sup>6</sup> Transcript at 10-11.

<sup>7</sup> Tr. at 74 (K. Gunn).

<sup>8</sup> Tr. at 63-64, 76 (K. Gunn).

<sup>9</sup> Tr. at 123 (D. Ives)

<sup>10</sup> Initial Brief at 2, 26-29.

<sup>11</sup> Reply Brief at 2 (“As EMW has made clear, the Company is *not* ... relitigating past Commission decisions ... or seeking any cost recovery related to Crossroads’ transmission expense in this case [original emphasis].”), 13-14.

earlier in the hearing regarding a one-year or a five-year extension of the TSA. However, Mr. Majors' recollection was incorrect.

13. Mr. VandeVelde, Evergy's Senior Director of Strategy and Long-Term Planning, testified that in considering whether to extend the TSA prior to its expiration in February 2029, the "only real decision we would make is the duration" which could be for "one year, three year, five years, ten years. So duration would be the real decision."<sup>12</sup>

14. The importance of a five-year decision is that if Evergy agreed to a term of four years or less, it would relinquish its right to extend the term and likely pay the costs to upgrade the transmission network. Mr. VandeVelde explained: "If we were to enter into and extend the agreement five years or more, we could continue to retain roll-over rights" because "it would be viewed as a long-term agreement under the MISO tariff ...."<sup>13</sup>

15. If Evergy extended only for a one-year to four-year period, "MISO would actually have to restudy that path and would have to relook at the path and decide if there were any broader network upgrades that would be needed to support the flow of that power."<sup>14</sup> Therefore, "the benefit of extending five years or more" avoids "going into that restudy and you retain that right to continue to extend without the possibility of restudy and upgrades that would come with an additional cost to allow for that path ... of power to flow."<sup>15</sup> Mr. VandeVelde confirmed that an extension of five years or more would avoid the restudy process and the upgrade costs that could be incurred.<sup>16</sup>

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<sup>12</sup> Tr. 96 (C. VandeVelde).

<sup>13</sup> Tr. 95 (C. VandeVelde).

<sup>14</sup> Tr. 96.

<sup>15</sup> Id.

<sup>16</sup> Tr. 96-97.

16. Evergy requests that the Commission correct this point by issuing a revised order which states that EMW has the ability to enter into an agreement to extend the transmission service agreements for a period of at least five years or more, consistent with Mr. VandeVelde's testimony.

### **III. CONCLUSION**

17. Given that these errors appear prominently in the Decision on page 12 of the Order, the Commission should grant rehearing or reconsideration of the Company's narrow request on whether it would be prudent for EMW to extend the Crossroads transmission agreements.

18. As the Company noted in Section I(C) of its Reply Brief at pages 7-9, a decision on prudence is without prejudice to ratemaking decisions regarding Crossroads transmission costs in a future general rate case. It is identical to the Commission's practice in certificate of convenience and necessity cases under its CCN Rule which states the Commission may "make a determination on the prudence of the decision to operate or construct an asset ...."<sup>17</sup> The addition of that provision to the previous CCN Rule occurred without any change to Chapter 386 or 393, and simply reflected the authority that the Commission possesses under current law.

19. A decision in this general rate case – where the Crossroads issues were thoroughly litigated, and the record is complete – that it would be prudent for the Company to extend the transmission agreements is both lawful and appropriate.

**WHEREFORE**, Evergy Missouri West respectfully requests that the Commission grant rehearing and reconsideration of its Report and Order of December 17, 2025, or otherwise clarify and correct the errors in the Report and Order.

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<sup>17</sup> See § 20 CSR 4240-20.045(2)(C).

Respectfully submitted,

*/s/ Roger W. Steiner*  

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**ATTORNEYS FOR EVERGY MISSOURI  
WEST**

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the above and foregoing was served upon counsel of record on this 16<sup>th</sup> day of January 2026, by EFIS filing and notification, and/or e-mail.

*/s/ Roger W. Steiner*  

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Attorney for Evergy Missouri West