

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

In the Matter of Evergy Metro, Inc. d/b/a)
Evergy Missouri Metro’s Request for)
Authority to Implement a General Rate)
Increase for Electric Service)
Case No. ER-2026-0143

**AFFIDAVIT OF DARRIN R. IVES
IN SUPPORT OF EVERGY MISSOURI METRO’S REPLY
IN SUPPORT OF THE LLPS STIPULATION AND AGREEMENT**

STATE OF MISSOURI)
)
COUNTY OF JACKSON)
 ss

Darrin R. Ives, being first duly sworn on his oath, states:

I. INTRODUCTION

1. My name is Darrin R. Ives. My business address is 1200 Main, Kansas City, Missouri 64105.

2. I am employed by Evergy Metro, Inc. and serve as Senior Vice President – Regulatory and Government Affairs for Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“Evergy Missouri Metro,” “EMM,” or the “Company”), Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”), Evergy Metro, Inc. d/b/a Evergy Kansas Metro (“EKM”), and Evergy Kansas Central, Inc. and Evergy South, Inc., collectively d/b/a Evergy Kansas Central (“EKC”). These are the operating utilities of Evergy, Inc. (“Evergy”).

3. I previously filed direct, rebuttal, surrebuttal, and true-up rebuttal testimony in this case, and I make this affidavit on behalf of Evergy Missouri Metro.

4. The purpose of this affidavit is to support the LLPS Stipulation and Agreement (“LLPS Stipulation” or “Stipulation”) that the Company and Google LLC (“Google”) filed on October 5, 2026. I describe what the Stipulation does and explain why its terms are a reasonable

resolution of the issues it covers in response to the objection that the Staff of the Commission (“Staff”) filed on October 6, 2026, and to the opposition that the Office of the Public Counsel (“OPC”) filed on October 7, 2026. In describing the purpose and benefits of the Stipulation, I also address several misrepresentations, mischaracterizations, and inaccurate representations of the Stipulations that Staff advanced in its live direct testimony read into the record in response to the LLPS Stipulation at hearing during the week of October 5th.

5. The LLPS Stipulation resolves the substantive issues concerning the Company’s Large Load Power Service (“LLPS”) customers as outlined in the Stipulation. It does those things without restructuring the LLPS Rate Plan that the Commission adopted less than a year ago in Case No. EO-2025-0154.

6. This is a transitional case. As the first two paragraphs of the Stipulation reflect, the parties to the stipulation the Commission adopted in Case No. EO-2025-0154 contemplated a case like this one. In my view, the Stipulation is the only position resolving the LLPS issues that is before the Commission that accurately and appropriately reflects the transitional nature of this case.

7. The Stipulation reflects movement by both Signatories, including movement by the Company from positions that I and other Company witnesses took in pre-filed testimony. I recommend that the Commission resolve the issues the Stipulation covers on its terms.

8. Other Company witnesses address aspects of the subjects covered by the Stipulation and will be available at hearing as well as me for questioning from other parties and the Commission. Company witness Linda Nunn is the Company’s witness on the operation of the FAC. Company witness Ronald Klote proposed in his surrebuttal testimony the earnings review surveillance mechanism on which the ERS draws, and Company witness Brad Lutz addressed the

Schedule LLPS minimum bill and the Interim Capacity provision of Schedule LLPS. I address the Stipulation from a holistic and broader policy perspective.

II. THE LLPS STIPULATION

9. The Signatories to the LLPS Stipulation are the Company and Google. Google is an intervenor in this case and sponsored the testimony of Dr. Carolyn Berry on LLPS revenues, the FAC, and earnings sharing. The Stipulation modifies the FAC sharing mechanism in one respect. Today the Company bears 5 percent of the difference between actual net energy costs and the base. Under paragraph 7 of the Stipulation, that difference is first allocated between LLPS and non-LLPS customers based on kilowatt-hour usage. The Company continues to bear 5 percent of the non-LLPS portion and bears 10 percent of the LLPS portion. The two results are then added together to develop a single fuel adjustment rate. As LLPS load becomes a larger part of the system, the Company's share of any cost change grows with it as a result of this term.

10. If the Company's earned return on equity for the year exceeds the return on equity the Commission authorizes in this case by more than 20 basis points, the excess is converted to dollars and 65 percent of it is deferred as a regulatory liability to be returned to customers through an amortization the Commission establishes in a future rate case. Any share above 50 percent is for the benefit of low-income customers. Sharing occurs only if the LLPS base rate revenues collected during the year exceeded the LLPS base rate revenues reflected in the revenue requirement, so that the mechanism responds to LLPS growth. Any shared amount attributable to plant-in-service accounting ("PISA") is returned to customers over a period that aligns with the collection of the associated PISA amounts.

11. The terms of the Stipulation are transitional. As adopted by the Commission in Case No. EO-2025-0154 The FAC sharing terms apply only for this rate case and remain in place until

rates take effect in the Company's next general rate case unless the Commission extends or modifies them. The ERS likewise terminates after rates take effect following that case unless the Commission extends it.

12. Staff filed its objection on October 6, 2026, and OPC filed its opposition on October 7. The Midwest Energy Consumers Group ("MECG") also filed a response on October 7, 2026, that objects to the Stipulation to the extent necessary to preserve its ability to take a position on these issues in its post-hearing briefs. I am advised by counsel that, because an objection was filed, the Stipulation is before the Commission as the joint position of the Company and Google on the issues it covers, and that those issues remain for the Commission to decide after hearing. This affidavit explains why the Commission should decide them on the terms of the Stipulation, by approving the Stipulation, because it results in just and reasonable rates.

III. THE STIPULATION IS A REASONABLE RESOLUTION RESULTING IN JUST AND REASONABLE RATES

13. I respectfully submit four reasons the Commission should resolve these issues by approving the terms of the Stipulation.

- *First*, it gives all customers the benefit of LLPS revenues in the rates set in this case. Paragraph 13 of the Stipulation provides for the appropriate level of LLPS revenues to be annualized and included as a reduction to the overall revenue requirement in this case at \$60 million. The Parties to the Stipulation advance this as the only position in the record in this case that appropriately recognizes and adheres to the true-up period utilized to set rates in this proceeding.
- *Second*, it protects customers against the uncertainty that comes with large load growth between rate cases. The ERS provided for in the Stipulation answers that uncertainty directly while appropriately balancing differences between market, operating and jurisdictional considerations between EMM and other Missouri electric utilities that permeate tariff, general rules and regulations and operations today, for all customers, not just LLPS.
- *Third*, it keeps one FAC for one integrated system as it operates today. The Company dispatches its generation and participates in the Southwest Power Pool ("SPP") market to serve its total system load, and isolating one class of customers from the FAC is neither

workable nor consistent with the LLPS Rate Plan the Commission adopted. Under the Stipulation LLPS customers remain in the FAC, their fuel costs are recovered at actual cost, and the Company participates in a larger sharing percentage of the LLPS kWh portion of any cost change.

- *Finally*, it respects the framework and the timing the Commission adopted in Case No. EO-2025-0154. That framework calls for an evaluation of LLPS costs, cost allocation, and rate design in the first general rate case in which a Schedule LLPS customer of 75 megawatts or more is reflected in the test year and captured in the class cost of service study determinants. This is not that case. The Stipulation addresses what needs to be addressed now and leaves the structural questions for the case in which the Commission will have operating experience and a representative test year in front of it.

14. The Stipulation is a negotiated settlement, and by its terms no Signatory is deemed to have approved or acquiesced in any ratemaking principle. The terms of the Stipulation were negotiated together, are interdependent and collectively fully and reasonably resolve the LLPS ratemaking considerations at issue in this proceeding. Taken as a whole, it is a reasonable outcome for this transitional case, and I support it.

IV. RESPONSE TO STAFF’S OBJECTION AND HEARING TESTIMONY

15. I have reviewed Staff’s objection to the LLPS Stipulation. Staff objects to the ERS, to the LLPS billing demand term, to the FAC terms, and to the level of LLPS revenues and kilowatt-hours reflected in the revenue requirement. I respond to each from a policy perspective. I also respond to the live testimony that Staff’s witnesses offered at hearing on these subjects, as I understood that testimony.

16. Staff states that if the Commission adopts an earnings sharing mechanism, it should order the same mechanism the Commission approved for Ameren Missouri in No. ET-2025-0184. The ERS as proposed in the Stipulation follows that mechanism closely while appropriately and reasonably recognizing market, operating and jurisdictional considerations and differences between EMM and Ameren Missouri as the companies and this Commission have historically and

consistently considered. The ERS differs from the Ameren Missouri mechanism in four principal respects, each of which reflects EMM's circumstances.

- The first is the benchmark. The Ameren Missouri mechanism measures earnings against the midpoint of Staff's recommended return on equity range in a prior Ameren Missouri rate case. Here the Commission will authorize a return on equity, and the ERS measures earnings against that authorized return.
- The second is the deadband. The ERS allows the Company to retain earnings up to 20 basis points above the authorized return before sharing begins. Google proposed a deadband in its testimony so that the Company would remain motivated to attract and serve new large load, and the 20 basis points in the Stipulation is smaller than the 25 basis points Google proposed. The deadband reflects differences between the issues being settled in this proceeding and the issues that were being settled when the Ameren Missouri mechanism was established. It is also an acknowledgment of the different market and individual operating considerations of the two companies.
- The third is the PISA impact. The ERS provides that any shared amount attributable to PISA is returned to customers over a period that aligns with the collection of the associated PISA amounts. Mr. Klote provides surrebuttal testimony describing the rationale and appropriateness for this discussion which is informed by operation of Evergy's similar earnings sharing mechanism for its jurisdictional utilities in Kansas.
- The fourth is construction work in progress. Consistent with Section 393.135, the ERS Report includes construction work in progress for natural gas generation projects that were approved through a certificate of convenience and necessity proceeding and whose costs are eligible for inclusion in rate base to align surveillance reporting with Section 393.135.

17. There is no requirement that the EMM and Ameren Missouri mechanisms be **exactly** the same, and there should not be one. The Commission approved the large load tariffs of EMM and of Ameren Missouri in separate proceedings, on separate stipulations, for utilities that operate in different regional markets and under different conditions. In its order approving the Ameren Missouri plan, the Commission observed that the 75 megawatt threshold in that plan is consistent with the LLPS tariff it had previously approved for Evergy, but the two tariffs are not identical in every term.

18. In addressing LLPS billing demand, Staff objects that the LLPS billing demand term is "not the proper calculation of the LLPS minimum bill." Staff's objection does not explain

what it believes is improper. Paragraph 4 of the Stipulation sets the billing demand for the Minimum Monthly Bill at the higher of measured demand or 80 percent of the annual Contract Capacity and applies it in addition to all other Schedule LLPS charges, including energy-based charges. The Company continues to rely on Minimum Demand as defined in Schedule LLPS to determine collateral, exit fees, and other charges based on Minimum Demand. Mr. Lutz addressed the Schedule LLPS minimum bill in his surrebuttal testimony. I disagree with any assertion that the LLPS billing demand term as provided for in the Stipulation is not aligned and consistent with the LLPS tariff. The adjustment in the Stipulation from EMM's prior determination of LLPS billing demand is the result of a clarification of the application of the existing LLPS tariff and that clarification results in closer alignment with Ameren Missouri's application of a similar billing demand component of their LLCS tariff.

19. Staff also notes that it has not received the tariff redlines described in paragraph 5. Those redlines are a commitment the Company made in the Stipulation, and their purpose is to clarify Schedule LLPS compliance tariffs in this proceeding, if the Commission orders the LLPS billing demand clarification.

20. Staff contends that the FAC terms fail to protect customers from the effects of LLPS growth and allow the Company to double-recover LLPS energy expense. Ms. Nunn is the Company's witness on the operation of the FAC, the base factor, and the capacity subaccounts, and I leave the mechanics to her. From a policy perspective I would make three points.

- *First*, under the Stipulation, LLPS revenues are reflected in the revenue requirement, which reduces what other customers pay in base rates, and all net fuel and purchased power costs flow through the FAC at actual cost. The FAC measures actual net energy costs against the base every period. Whatever level the base factor is set at, the difference is returned to or collected from customers, subject to the Company's share. Staff's double-recovery argument treats the LLPS energy charge as if it were a dedicated reimbursement of fuel expense, and Ms. Nunn explains in her true-up rebuttal testimony why the energy charge is not designed to reimburse fuel costs alone.

- *Second*, the Stipulation keeps LLPS customers in the FAC, which is where Schedule LLPS and the LLPS Rate Plan the Commission approved place them. Staff's objection repeats its position that the LLPS class should be exempt from the FAC charge. In a transitional case in which LLPS load is still ramping, recovering LLPS fuel through the FAC at actual cost means that customers pay what that fuel actually costs.
- *Third*, Staff states that the 90 percent/10 percent sharing on the LLPS portion does not provide real value. I disagree. It doubles the Company's share of the LLPS portion of any cost change. Staff's own example shows that if LLPS customers were 50 percent of energy sales, the Company's overall share would be 7.5 percent, compared with 5 percent today. That is additional protection for customers that does not exist under the current FAC, and it increases as LLPS load grows.

21. In its testimony, Staff presented its proposal to price LLPS energy at the day-ahead locational marginal price ("LMP") as simple, straightforward, and reflective of how load is priced in the SPP market. The rest of the story, which Staff did not say directly, is that LLPS load can be priced at the day-ahead LMP or in the real-time market, and so can all of the other customer load that is served under the FAC. The surrebuttal and true-up direct testimony of Staff witness Sarah Lange reflects this, where she states that "the EMM load node LMP represents the market value of energy that has been transacted in that hour for all EMM customers." The way the SPP market prices load therefore does not support charging LLPS customers for energy on a different basis than every other customer on the Company's system.

22. In reality, Staff's pricing approach does two things.

- *First*, it is tied to Staff's belief that it is not appropriate to use the Company's system to support LLPS customers under the existing regulatory construct that the Commission adopted in Case No. EO-2025-0154, in which Staff objected to the stipulation. Staff was not aligned with the position the Commission ordered in that case and continues not to be.
- *Second*, and very importantly, Staff's use of the day-ahead LMP would price net fuel and purchased power for LLPS customers differently than for every other customer on the system. Although the comparison is a simplification, it would be equivalent to pricing LLPS customers as if they were served by a wires-only utility. That is completely inappropriate, because under the four-part rate in Schedule LLPS, LLPS customers pay demand charges that the Commission found in Case No. EO-2025-0154 are intended to capture incremental capacity and related costs driven by large load customers. They must

therefore participate in the revenues the Company receives from SPP for the generation it sells into the market, and they must participate in the fuel costs of operating that generation, the same as every existing and prospective customer on the Company's system. Pricing their energy costs without that recognition distorts the tariffs as they are currently constructed for the Company and across Missouri, and, moreover, ignores that they differ from the tariffs of Ameren Missouri and Liberty.

23. Staff's objection states that "[a]ll else being equal, the lower the FAC base factor, the higher future FAC charges will be," and Staff made a similar point at hearing. In a rising cost environment that is true whether or not base rates are set with the costs of LLPS usage built in. What distorts Staff's view of LLPS energy costs to be considered in base rates and the FAC base factor is the inappropriate assumption that LLPS energy should be priced at the day-ahead LMP instead of treating LLPS customers like all other tariffed customers that participate in the FAC. Participation in the FAC is how LLPS customers were to be served when the Commission approved the LLPS tariffs and the LLPS Rate Plan.

24. Additionally, in a rising cost environment the incremental FAC amounts in the accumulation periods are subject to the incentive sharing mechanism. The existing 95 percent/5 percent mechanism applies to the share of kilowatt-hours serving non-LLPS load, and the 90 percent/10 percent mechanism in the Stipulation applies to the share of kilowatt-hours serving LLPS load. If those higher costs were instead reflected in base rates, they would be billed 100 percent to customers. The sharing is a clear benefit to customers in a rising cost environment.

25. Staff also asserted at hearing, as it does in its objection, that the Stipulation results in a double recovery of energy costs. That is absolutely not true. I can only assume that Staff's assertion rests on the fact that LLPS load is on a ramp and is expected to grow beyond the true-up values used in the Stipulation to determine the LLPS revenues that offset the remainder of the revenue requirement in this case. If so, Staff would be suggesting that the growth in LLPS revenues collected between rate cases, which may be referred to as positive regulatory lag, is sufficient to

cover any incremental costs in the FAC accumulation periods. Growth in LLPS revenues between rate cases is the circumstance the ERS addresses.

26. Consistent with the Company's position that the LLPS tariffs and the LLPS Rate Plan should be maintained, including LLPS participation in the FAC, there is no double recovery of energy costs from LLPS customers as a result of the Stipulation. All of the Company's customer tariffs contain rates that recover the base energy costs reflected in the revenue requirement, and Schedule LLPS is situated no differently than the Large Power Service, Medium General Service, Small General Service, and Residential schedules. Similarly, the FAC accumulation periods pick up only the increase or decrease from the average net fuel and purchased power costs that were used to set base rates.

27. Stated differently, under the Stipulation all customers, whether they are existing customers or begin service after base rates are set and whether they are LLPS or non-LLPS customers, will pay base rates that reflect energy costs established using a base factor that reflects the costs and billing determinants used to set rates in this case. From that point, all of those customers will pay FAC charges based on accumulation period results consistent with the FAC tariff.

28. All of those customers will also benefit from the incentive sharing in the Stipulation, which is 95 percent/5 percent based on the kilowatt-hours allocated to non-LLPS customers and 90 percent/10 percent based on the kilowatt-hours allocated to LLPS customers.

29. Staff's FAC Option 2 would exclude LLPS customers from the FAC to the extent practicable. In base rates, the Stipulation and Option 2 treat LLPS energy costs consistently. Staff's Option 2 base factor does not reflect the Company's LLPS customer, and Staff's objection states that the Stipulation likewise does not reflect LLPS kilowatt-hours or LLPS energy expense in the

base factor calculation. What differs is what happens after base rates are set. Option 2 provides no means of recovering LLPS-related costs that change from the level in base rates, and it exacerbates that result by removing LLPS energy costs from the FAC accumulation periods using one-sided day-ahead LMP pricing. The Stipulation instead keeps LLPS customers in the FAC, as the LLPS Rate Plan the Commission adopted in Case No. EO-2025-0154 provides, and it considers net fuel and purchased power costs for LLPS customers in the same way as for every other customer that participates in the FAC. The only other difference is that, once actual net energy costs are determined, the Stipulation increases the Company's responsibility under the incentive sharing mechanism, which provides an additional benefit to all customers.

30. Staff objects to the subaccounts in paragraph 11 for long-term capacity purchases and sales and asserts that including long-term capacity in the FAC "will result in significant double-recovery" for the Company. There is no double recovery. Ms. Nunn addresses the FAC treatment of long-term capacity transactions in her true-up rebuttal testimony, and I respond to Staff's assertion from a policy perspective. A double recovery would require that the Company recover the same cost in two places. Adoption of paragraph 11 aligns the long-term capacity revenues in place at true-up as reflected in base rates and the base factor provided for in paragraph 10 of the Stipulation. Thereafter, FAC would pick up only the incremental long-term capacity costs the Company actually incurs and the long-term capacity revenues it actually receives, as those transactions occur, and both would be subject to the incentive sharing, including the 10 percent the Company bears on the LLPS portion. Consistency in treatment in the FAC base and in the forward FAC accumulation periods (i.e., either in or out for the long-term capacity contracts for consideration) is what ensures no double recovery. This symmetry in inclusion is exactly what the Stipulation provides. Additionally, costs that are separately charged to a specific LLPS

customer under an Interim Capacity Agreement would be excluded from the FAC to ensure no double recovery of costs incurred under an Interim Capacity Agreement.

31. Staff's point that LLPS customers will pay more for that capacity through their retail rates is a point about LLPS revenues, and the Stipulation addresses LLPS revenues directly. LLPS revenues are reflected in the revenue requirement at \$60 million, which reduces what other customers pay in base rates, and growth in LLPS base rate revenues between rate cases is the circumstance the ERS addresses. LLPS customers also remain in the FAC and pay their share of any long-term capacity costs that flow through it.

32. Finally, Staff states that the FAC "was never contemplated for such use," meaning long-term contract inclusion. I disagree. Ms. Nunn further explains this in her rebuttal testimony in this proceeding. The FAC tracks changes in prudently incurred fuel and purchased power costs between rate cases, and long-term capacity contracts belong in it for that reason.

33. Staff's objection states that if LLPS rates are not sufficient to recover incremental capacity expense from LLPS customers, the Company has the Schedule LLPS interim capacity charge available, and that other customers should not bear any amount the Company does not recover through that charge. Staff took a similar position at hearing. Staff recognizes that Schedule LLPS creates the opportunity for the Company to enter into interim capacity agreements in support of LLPS customers and to assign the costs of those agreements to the LLPS customer. Staff misunderstands or incorrectly applies that interim capacity agreements section of the LLPS tariff by considering that opportunity to be an absolute requirement for capacity agreements entered into since LLPS customers began taking service. That is a blunt instrument approach, and it is not what the tariff says. The Interim Capacity provision of Schedule LLPS provides that, if the Company determines that the customer's load cannot be served by the Company's existing system

capabilities, the Company “may enter into specific market contract agreements” to provide the customer’s capacity requirements, and it provides that the customer and the Company “must mutually agree” on the terms. The language of the tariff is clear that the Company is not required to use an interim capacity charge for every capacity contract entered into while an LLPS customer is taking service. Mr. Lutz explained in his rebuttal testimony the intended purpose of the Interim Capacity provision. The reality of how the provision applies supports that reading. In considering the Company’s ability to serve customer load, if capacity contracts are priced at or below the embedded cost reflected in rates, then treating those contracts as part of the stack of resources available to meet all customer load benefits all customers. LLPS customers and all other customers pay base rates that are set to cover the supply costs of serving them, and LLPS customers also pay a premium in their demand charges that the Commission found are intended to capture incremental capacity and related costs driven by large load customers. Having LLPS customers pay those demand charges is better for all customers than having them pay capacity costs that are at or below embedded system costs. That is a transaction-by-transaction assessment the Company’s market operations team makes as contracts are considered and entered into.

34. Staff objects that the LLPS revenue values in paragraph 13 “rely on improper bill calculation and unreasonably low kWh amounts.” Paragraph 13 reflects \$60 million of LLPS revenues, which is the level the Signatories agreed to, and it incorporates Google’s recommendation on the determination of Minimum Demand and the Minimum Monthly Bill. The bill calculation is not improper. Staff’s objection does not identify any error in the Signatories’ calculation. Staff instead relies on different inputs and methodology, which it describes as known contract demand and the Company’s representation of expected load factor. That disagreement reflects competing judgments about the appropriate inputs, and it does not establish that the

Signatories' calculation is improper. **Highly Confidential Aff. Exhibit 1** to this affidavit sets forth the bill calculation using known and measurable information inside the true-up period. The agreed-upon \$60 million of LLPS revenues is consistent with that calculation and reflects the resolution the Signatories reached.

35. The kilowatt-hours in paragraph 13 are not unreasonably low, and that characterization is not supported by the available data. The Company used actual LLPS activity as of June 2026, the last month of the true-up period, and annualized that activity. By contrast, Staff's estimate depends on a theoretical future operating level that has not yet been observed and therefore is not known and measurable. As to the remaining items, I explained in my rebuttal testimony that many of the LLPS proposals in this case revisit matters the Commission decided in Case No. EO-2025-0154, and that structural changes to the LLPS Rate Plan are premature in a case without a representative test year for LLPS load. That remains my view.

36. Staff lists several matters that the Stipulation does not address, including additional reporting, enforcement of the minimum bill and contract demand provisions, exempting the LLPS class from the FAC charge, and an equal percentage increase for the LLPS class. These and any other items not specifically addressed by the Stipulation are addressed by the testimonies of EMM witnesses that have been entered into the record in this case.

37. Staff's objection does not change my recommendation.

V. RESPONSE TO OPC'S OPPOSITION

38. I have reviewed the opposition to the LLPS Stipulation that OPC filed on October 7, 2026. OPC states its opposition to paragraphs 1 through 11 and paragraph 13 of the Stipulation and states that it does not oppose paragraph 12, which uses Staff's transmission percentage of 31.8 percent. Several of OPC's points are the same as points Staff made, and for those I refer to my

responses to Staff. Many of the remaining points of OPC opposition restate their position in this case and testimony from me and other EMM witnesses already responds to those OPC positions and I will not repeat it here.

39. OPC opposes paragraph 3 on the ground that it “would adopt the methodology the Kansas Corporation Commission ordered.” That is not an accurate description of the ERS. The ERS substantially follows the Earnings Review Surveillance mechanism the Commission adopted for Ameren Missouri in Case No. ET-2025-0184, as I described in responding to Staff’s objection. OPC recommends that the Commission adopt Staff’s FAC Option 2 or, if the Commission does not, establish separate FAC base factors for the LLPS class and for all other classes. I addressed Option 2 above in responding to Staff, and my response to OPC is the same. As to separate base factors, EMM addressed this in rebuttal testimony and will not repeat that testimony here

40. OPC states that, for the FAC to remain symmetrical, net base energy costs should include LLPS fuel costs if actual net energy costs include them. Similar opposition is addressed in response to Staff objections earlier in this Affidavit and that response applies similarly to this OPC objection. OPC also contends that the base factor in paragraph 10 is too low and that the long-term capacity subaccounts in paragraph 11 are not eligible for the FAC. On these issues, OPC makes the same point Staff made, and my response is the same.

41. OPC states that it does not agree with the level of LLPS revenues and kilowatt-hours in paragraph 13. OPC’s opposition does not explain its disagreement or propose a different level. In its statement of positions, OPC recommended an LLPS revenue adjustment based on the LLPS customer’s projected revenue for calendar year 2030. That approach would set rates today on a projection of revenues several years from now and therefore should be disregarded by the Commission. OPC’s opposition does not change my recommendation.

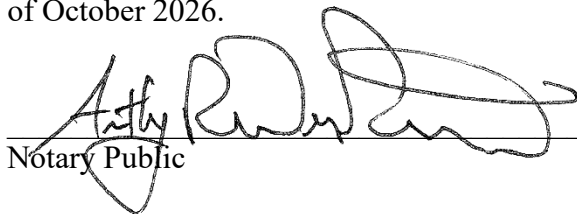
VI. CONCLUSION

42. I recommend that the Commission resolve Issues 3.A, 5, 22.B through 22.D, 23.A, 23.D, 25, and 37, as they appear on the Amended Joint List of Issues filed October 5, 2026, by approving the terms of the LLPS Stipulation. The Stipulation reflects LLPS revenues in rates for the benefit of all customers in this case, keeps one FAC for one integrated system while increasing the Company's sharing percentage under the FAC mechanism in recognition of LLPS customer kWh sales, and adds an earnings review that shares earnings with customers, including low-income customers, until the Company's next general rate case. It does so on a transitional basis and leaves in place the LLPS Rate Plan the Commission approved in Case No. EO-2025-0154. Therefore, the Stipulation results in just and reasonable rates, and should be approved without conditions or modifications.

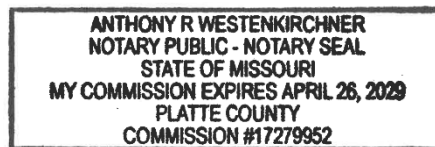
43. I have knowledge of the matters set forth in this affidavit. I hereby swear and affirm that the statements in this affidavit, including any schedule to it, are true and accurate to the best of my knowledge, information, and belief.


Darrin R. Ives

Subscribed and sworn before me this 9th day of October 2026.


Notary Public

My commission expires: April 26, 2029.



**AFF. EXHIBIT 1
CONTAINS HIGHLY CONFIDENTIAL
INFORMATION
NOT AVAILABLE TO THE PUBLIC.

ORIGINAL FILED UNDER SEAL.**