

Exhibit No.:
Issue: Policy, Costs, Standards, and
Concerns Regarding CCN
Witness: Darrin R. Ives
Type of Exhibit: Direct Testimony
Sponsoring Party: Evergy Missouri Metro and Evergy
Missouri West
Case No.: EA-2022-0234
Date Testimony Prepared: October 6, 2022

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: EA-2022-0234

DIRECT TESTIMONY

OF

DARRIN R. IVES

ON BEHALF OF

EVERGY MISSOURI METRO and EVERGY MISSOURI WEST

**Kansas City, Missouri
October 2022**

DIRECT TESTIMONY

OF

DARRIN R. IVES

Case No. EA-2022-0234

1 **I. INTRODUCTION**

2 **Q: Please state your name and business address.**

3 A: My name is Darrin R. Ives. My business address is 1200 Main Street, Kansas City, MO
4 64105.

5 **Q: On whose behalf are you testifying?**

6 A: I am testifying in this proceeding on behalf of Evergy Metro, Inc. d/b/a Evergy Missouri
7 Metro (“Evergy Missouri Metro”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri
8 West (“Evergy Missouri West”) (collectively, “Evergy” or the “Company”).

9 **Q: By whom and in what capacity are you employed?**

10 A: I am employed by Evergy Metro, Inc. and serve as Vice President – Regulatory Affairs for
11 Evergy Missouri Metro, Evergy Missouri West, Evergy Metro, Inc. d/b/a Evergy Kansas
12 Metro (“Evergy Kansas Metro”), Evergy Kansas Central, Inc. and Evergy South, Inc.,
13 collectively d/b/a as Evergy Kansas Central (“Evergy Kansas Central”), the operating
14 utilities of Evergy, Inc.

1 **Q: What are your responsibilities?**

2 A: My responsibilities include oversight of Evergy’s Regulatory Affairs Department, as well
3 as all aspects of regulatory activities including policy, cost of service, rate design, revenue
4 requirements, regulatory reporting and tariff administration.

5 **Q: Have you testified before in a Missouri Public Service Commission (“MPSC” or
6 “Commission”) docket or similar proceeding?**

7 A: Yes, I have testified numerous times before the MPSC on behalf of KCP&L prior to its
8 merger with Westar, and in dockets since then on behalf of the merged company, Evergy.
9 I have also testified many times in various dockets before the Kansas Corporation
10 Commission (“KCC”). I have provided written testimony to the Federal Energy Regulatory
11 Commission (“FERC”) and testified before Missouri and Kansas legislative committees.

12 **Q: What is the purpose of your direct testimony in this case?**

13 A: The purpose of my testimony is to present Evergy’s position and concerns related to the
14 certificate being requested by NextEra Energy Transmission SW (“NEET SW”) in
15 this docket to construct, maintain and operate a 345 kV transmission line from Wolf Creek
16 in Kansas to Blackberry substation in Jasper, Missouri. The total length of the Project will
17 be 94 miles, with 85 miles located in Kansas. The Missouri portion of the Project will be
18 approximately 9 miles, traversing Jasper and Barton counties. The SPP Need Date for
19 Project completion is January 1, 2026.

20 **Q: Did Evergy have any trouble obtaining access to the information provided by NEET
21 SW due to confidentiality restrictions?**

22 A: Evergy was an intervenor in NEET SW’s application proceeding in Kansas and our outside
23 consultant was given access to all confidential information. Our internal staff, including

1 me, were allowed access to some of the less sensitive confidential information. That level
2 of disclosure allowed us to reach a settlement in Kansas that I believe is fair and reasonable
3 and Evergy supports an outcome in Missouri with similar parameters. I discuss those terms
4 below in Section VII.

5 **Q: Please provide a brief overview of your testimony.**

6 A: My testimony will:

- 7 ▪ Discuss policy and standards for evaluating transmission applications like
8 NEET SW's.
- 9 ▪ Discuss cost containment and cost cap guarantee issues occurring generally
10 in competitive transmission bids.
- 11 ▪ Address whether NEET SW has met the Missouri standards, address its
12 request for waiver of certain Missouri statutes, and provide a general
13 overview of capital market issues for consideration.
- 14 ▪ Explain Evergy's concerns regarding NEET SW's interaction with
15 landowners and other utility companies in Missouri.
- 16 ▪ Explain Evergy's recommendations for conditions to be imposed on the
17 Certificate, if granted.

1 **II. POLICY AND STANDARDS**

2 **Q: What is your understanding of the policies and standards the MPSC applies in**
3 **transmission applications?**

4 A: The Commission has adopted five criteria for consideration when making a determination
5 on whether a utility’s proposal meets the standard of being “necessary or convenient for
6 the public service.”¹ Those factors are often referred to as the *Tartan* factors and include:

- 7 1) Is the service needed?
- 8 2) Is the applicant qualified to provide the service?
- 9 3) Does the applicant have the financial ability to provide the service?
- 10 4) Is the applicant’s proposal economically feasible?
- 11 5) Does the service promote the public interest?

12 **III. NEET SW’S APPLICATION AND COST CAP CONCERNS**

13 **Q: Has NEET SW presented information in its application and testimony establishing**
14 **that it has met the Missouri standards for this certificate?**

15 A: NEET SW has provided sufficient information to establish that the Wolf Creek to
16 Blackberry Project is needed and promotes the public interest. Evergy agrees it is needed.
17 In addition, NEET SW has established that its employees are technically qualified to
18 undertake the Wolf Creek to Blackberry Project.

19 However, the evaluation of NEET SW’s management must include a review of the
20 company’s track record and performance in relation to its bids on projects previously
21 undertaken by NEET SW in other jurisdictions. In this respect, I believe there are concerns

¹ *In the Matter of the Application of Tartan Energy Company, LLC, d/b/a Southern Missouri Gas Company*, 3 Mo P.S.C.3d 173, 177 (1994).

1 about NEET SW that the Commission should take into consideration and address. This
2 issue is also tied to the Commission’s standard of whether NEET SW’s proposal is
3 economically feasible.

4 **Q: Please explain your concerns.**

5 A: A primary concern is whether NEET SW has adequately ensured that Missouri ratepayers
6 will not be saddled with cost overruns on this project.

7 First, there is landowner uncertainty as to the route until all land rights for the route
8 have been acquired by the developer. Route changes can cause cost increases. It is my
9 understanding that NEET SW will need to amend its application and seek Commission
10 determination if the route changes.

11 Second, and perhaps most importantly, cost overruns are especially likely
12 considering that NEET SW’s bid was substantially lower than SPP’s estimate for this
13 project and much lower than other submitted bids. It is difficult to understand how NEET
14 SW can realistically expect to be able to meet its very low bid. While NEET SW asserts it
15 can do this project much, much cheaper than other bidders, it bases this on unsubstantiated
16 claims, such as its affiliate has leverage to get preferred pricing and “other contractual
17 protections” that minimize risk to NEET SW,² and it has “strategic long-term contracts”
18 that will benefit the project.³ But NEET SW hasn’t provided evidence proving this to be
19 the case or that this would make its bid economically feasible.

² See, Direct Testimony of Daniel Mayers at p. 15 ln. 21.

³ Id. at p. 16, ln. 4.

1 **Q: Hasn't NEET SW indicated it has agreed to certain caps to protect customers from**
2 **cost overruns?**

3 A: As I stated above, in Kansas our outside consultant was allowed access to all confidential
4 information and I'm relying on that to some extent in providing testimony in this docket. I
5 have not been able to view the specifics of the cost caps and other commitments made by
6 NEET SW. I do, however, have access to that type of cost information as regards other
7 projects in other jurisdictions and what I have seen causes me some concerns regarding the
8 firmness of cost commitments, generally.

9 For example, LS Power was awarded the Harry Allen to Eldorado project in
10 California by California ISO ("CAISO"). LS Power's bid was \$145M, but the actual cost
11 of the project came in at \$205M. The bid included cost caps and commitments, but it had
12 exceptions for (1) changes in the CAISO project requirements, (2) force majeure events,
13 (3) financing costs including approved ROE, AFUDC, or similar allowances earned during
14 the project, (4) costs for transmission interconnections and delay caused by interconnecting
15 transmission owners, and (5) changes in the law. The \$60M in cost overruns were
16 attributable to changes in CAISO requirements (\$4M), AFUDC (\$17M) and transmission
17 interconnection (\$37M).

18 As the industry gets more experience with bids that have "guarantees" like this, we
19 are finding that the exceptions can result in projects costing much more than the amount of
20 the successful bid. This is especially troublesome when the successful bidder did not score
21 as well as other bidders in other areas of importance and only won the project because the
22 amount of its bid was so much lower. These caps and containments tend to hide costs and

1 may in some cases cause customers to pay more and lose the non-cost benefits of having
2 the local utility build the projects.

3 **Q: Are you saying cost caps and cost containment commitments are not protecting**
4 **customers from cost overruns on these competitive bids?**

5 A: We are seeing this to be the case on some projects because such caps and commitments
6 frequently have exclusions and/or exceptions built in that keep the door open for increases
7 down the road. This is recognized in recent statements contained in Comments filed at
8 FERC by transmission developers, including Ameren, Eversource Energy, ITC Holdings
9 Corp., National Grid USA, and Public Service Electric and Gas Company:

10 To obscure the fact that all projects face substantially similar cost
11 uncertainties, Order No. 1000 competition proponents often rely on “cost
12 caps” to give the impression of enhanced certainty for customers. However,
13 a review of one of the few completed Order No. 1000 projects, MISO’s
14 Duff-Coleman project, indicates that cost caps may not always be what they
15 seem and in fact may not be caps at all (e.g., caps exclude areas of greatest
16 risk, such as siting). In this instance, the project sponsor offered an initial
17 cost estimate which was well below the average of estimates in other
18 proposals; this gave the appearance of a “low cost” proposal and contributed
19 to its selection by MISO. However, the sponsor’s actual cost cap was
20 significantly higher than the initial estimate. Following project completion,
21 it was confirmed that the actual cost of the project ran up to the much higher
22 “cap,” which placed the actual cost at about the average of submitted bids.
23 This raises questions about whether the competitive selection process (e.g.,
24 time involved, focus on cost caps or other forms of cost containment)
25 actually results in the better project for customers. Even here, where the
26 developer committed to a fixed annual transmission revenue requirement
27 ("ATRR") for the life of the project, it not clear that customers will benefit
28 over the long-term (e.g., fixed initial project ATRR vs. revenue requirement
29 based on net plant). Moreover, it is possible that another developer would
30 have experienced the same escalation; in this case it simply took a lot more
31 process and money spent to get there. This example does make one thing
32 clear, however, cost caps are a complicated business that can be used to
33 obscure the fundamental uncertainty surrounding all project cost estimates.⁴

⁴ “Reply Comments of Developers Advocating Transmission Advancements”, filed in FERC Docket No. RM21-17-000, *Building for the Future Through Electric Regional Transmission Planning and Cost Allocation and Generator Interconnection*, p. 7.

1 They stated further,⁵

2 [T]he cost containment mechanism does not make the winning developers
3 solely responsible for costs incurred above the agreed limit. The cost
4 containment agreement in this case includes a mechanism for recovering
5 prudently incurred actual project costs above the cost cap and does not apply
6 to “unforeseeable costs,” which includes, among other things, costs
7 associated with material modifications to the scope of work that result from
8 certain regulatory actions, changes in laws and regulations or interpretations
9 by governmental agencies, and orders of courts or action or inaction by
10 governmental agencies.

11 This highlights why it is important for the Commission to identify with certainty any
12 exceptions to guarantees, caps and other similar commitments made by NEET SW or risk
13 imposing negative impacts on Missouri customers, the economy, and even our existing
14 transmission system. This needs to include Operation & Management costs as well as
15 construction costs. I do not know for sure what plans NEET SW might have for achieving
16 cost recovery on this Project. I can only point out that NEET SW has submitted a very low
17 bid, that it has not shown evidence establishing it can perform within that low bid, and it
18 has a history on other projects of bidding low but experiencing cost overruns. For example,
19 t, there was a substantial cost overrun on the Empire State Line project awarded to NEET
20 New York, an affiliate of NEET SW. NEET New York is currently constructing the
21 Empire State Line, a competitive project. NEET New York indicates it is forecasting
22 excluding \$74 million in costs from its cost containment mechanism claiming the costs
23 were unforeseeable. This means, that almost \$50 million in cost overruns are being
24 incurred that will exceed the cost containment cap that was included in NEET New York’s
25 winning bid on the Empire State Line project. While they won the bid based, at least in
26 part, on a lower overall cost containment cap, it appears New York customers will still be

⁵ *Id* at p. 6.

1 asked to pay approximately \$50 million above the winning bid, even with a cost
2 containment cap, as a result of NEET New York's performance on the project.

3 The Commission needs to determine whether there are exceptions to NEET SW's
4 caps and guarantees that will allow them to seek recovery of cost overruns later, and
5 whether NEET SW might use its affiliate arrangements to bridge the cost recovery gap to
6 the detriment of Missouri customers who could end up footing the bill.

7 **Q: How might NEET SW use its affiliate relationships to do this?**

8 A: Perhaps through double-leveraging or inter-affiliate contracts that are not properly priced.
9 I will deal with this in more detail in Section VII where I discuss recommended conditions
10 to be placed on the certificate if the MPSC decides to approve this application.

11 **Q: Could NEET SW recover their losses on this project in other ways?**

12 A. It is possible construction of the Wolf Creek to Blackberry line will benefit other projects
13 of NEET SW and its affiliates which will allow the overall corporation to recover losses
14 on this particular Project. I do not see this as a negative for Missouri as long as the losses
15 on this Project are not made up by NextEra in a way that hurts reliability or safety in
16 Missouri. Cost-cutting to meet budgets is something for which the MPSC needs to be
17 continuously vigilant on this Project, as such actions can result in compromises affecting
18 public safety and service reliability.

19 IV. NEET SW'S REQUEST FOR WAIVERS

20 **Q: How does Evergy respond to NEET SW's request that the Commission grant waivers
21 of certain statutory requirements?**

22 A: NEET requests variances from the following Commission rules citing good cause:

- 23 1. 20 CSR 4240-3.175 – Providing a depreciation study.

- 1 2. 20 CSR 4240-3.190 (1) – Certain Reporting Requirement.
- 2 3. 20 CSR 4240-3.190 (2)–Format used in filing requirements of Section (1).
- 3 4. 20 CSR 4240-3.190 (3) A-D – Reporting certain power plant information.
- 4 5. 20 CSR 4240-10.145 – Filing an Annual Report.
- 5 6. 20 CSR 4240-20.105 – Schedule of Rates.
- 6 7. 20 CSR 4240-20.015 (3)-(7) – Rules regarding affiliate transactions.

7 **Q: Does Evergy believe these rules should be waived?**

8 A: Waiver is appropriate for some ratemaking rules since NEET SW’s rates will not be set by
9 the MPSC. However, the costs of this Project will go directly into the rates of Missouri
10 customers so a close eye should be maintained over the affiliate activities of NEET SW to
11 make sure intra-company dealings do not increase the costs of these projects for customers
12 above the caps or guarantees NEET SW has agreed to in this docket.

13 **Q: Are the recommendations of the MPSC Staff on the waivers sufficient to address your**
14 **concerns?**

15 A: Staff recommends the Commission grant a waiver for the following NEET SW requests:

- 16 1. 20 CSR 4240-3.175.
- 17 2. 20 CSR 4240-3.190 (1) with the exception of (C) on Net System Input
18 (“NSI”).
- 19 3. 20 CSR 4240-3.190 (2) – with the exception of using a spreadsheet format
20 in reporting NSI.
- 21 4. 20 CSR 4240-3.190 (3) A-D.
- 22 5. 20 CSR 4240-20.105.
- 23 6. 20 CSR 4240-20.015 (3)-(7), subject to condition if NEET or an affiliate
24 request authority to become a rate-regulated utility this variance will be
25 revoked.

1 Staff recommended the Commission deny the request for waiver on 20 CSR 4240-10.145,
2 which requires the filing of an annual report.

3 **Q: Do Staff’s recommendations address your concerns?**

4 A: Evergy does not believe that NEET SW has met its “good cause” burden for a waiver of
5 the affiliate transaction reporting rules 20 CSR 4240-20.015 (3)-(7). It is my
6 understanding that these reporting rules were designed to ensure that the Commission has
7 the necessary information, including access to records by the Commission and its Staff,
8 concerning the activities of NEET SW and its affiliates so that costs are not improperly
9 shifted to Missouri operations. The fact that NEET SW must meet FERC reporting rules
10 does not mean that NEET SW should not be required comply with the Missouri affiliate
11 transaction reporting rules since the Missouri rules address different concerns.

12 V. FINANCIAL MARKET CONCERNS

13 **Q: You’ve addressed NEET SW’s technical and management qualifications. How about**
14 **its financial qualifications?**

15 A: It appears that NEET SW is supported financially by its parent company, and it has no
16 stand-alone credit rating. As such, it is imperative the Commission require NEET SW’s
17 parent company (or the appropriate affiliate) to guarantee the financial performance of
18 NEET SW on this project, for construction as well as maintenance and operation upon its
19 completion. I have made this recommendation as a condition in Section VII.

20 **Q: Do you have any additional concerns or comments related to expectations for**
21 **financial markets over the next 5 years?**

22 A: Yes. The capital markets have changed significantly since NEET SW prepared its bid on
23 this project and financial markets do not expect to see the incredibly low interest rates

1 we've had in the recent past, nor is investment capital expected to be as readily available
2 as it has been. All of this can contribute to cost overruns for this project; more reason for
3 the Commission to impose adequate and appropriate conditions to address any gaps in the
4 NEET SW financial caps and cost guarantees.

5 **Q: What are Evergy's recommendations for addressing these market concerns?**

6 A: These risks should have been factored into NEET SW's bid, through the use of appropriate
7 project contingencies. To be sure, I believe some strict conditions need to be placed on the
8 certificate, if it is granted, that will ensure the risk of future financial unknowns fall on
9 NEET SW and not on Missouri customers. I have addressed conditions such as this in
10 Section VII, below.

11 **VI. CONCERNS REGARDING INTERACTIONS WITH LANDOWNERS AND**
12 **UTILITY COMPANIES**

13 **Q: Why is Evergy concerned with relationships between NEET SW and landowners?**

14 A: Evergy frequently has to reach out to landowners to obtain easements for its facilities. If
15 NEET SW causes negative perceptions or feelings in landowners, it will harm our ability
16 to work with landowners in the future as we attempt to negotiate for easements.

17 Additionally, landowners do not usually differentiate between utility companies.
18 Oftentimes when there are problems with another utility's facilities, the customer or
19 landowner calls Evergy, assuming it is an Evergy line or station.

20 In summary, poor treatment of landowners by one utility casts a shadow on all
21 utility companies.

22 **Q: Do you have any reason to be concerned about landowner issues in this case?**

23 A: Not that I'm aware of specifically at this point. In addition, the Staff has made
24 recommendations intended to protect landowners in its Report, pp. 14–15, ¶¶12-15. Every

1 supports those recommendations and believes they are sufficient to protect landowners
2 being affected by this Project.

3 VII. EVERGY'S RECOMMENDATIONS

4 **Q: What conditions are Evergy recommending the Commission adopt if it decides to**
5 **approve NEET SW's application in this docket.**

6 A: Evergy recommends the conditions adopted in the companion Kansas proceeding also be
7 imposed by the MPSC. This will give us consistency and the conditions have already been
8 vetted and accepted by NEET SW and by the parties in Kansas whose interests are the
9 same as those involved in this Missouri proceeding.

10 **Q: What are those conditions?**

11 A: They are as follows:

12 (a) NEET SW will commit that its FERC formula rate filings for the Wolf Creek to
13 Blackberry Project will include caps and conditions consistent with NEET SW's
14 bid to SPP for the project and the commitments it made in the settlement agreement
15 reached in Kansas and approved by the Kansas Commission.

16 (b) NEET SW's indirect parent company, NEECH, will commit that, for the first forty
17 years of operation of the Wolf Creek-Blackberry Project, NEECH, and its
18 successors or assigns, will provide or secure equity capital injections up to \$10
19 million per year, as needed to maintain the financial integrity of the Project
20 consistent with an investment-grade credit profile. Following the initial 40-year
21 period, NEET SW and NEECH will review and assess whether this financial
22 commitment remains necessary to maintain the financial integrity of the Project,

1 consistent with an investment-grade credit profile, for the remaining depreciable
2 life of the Project.

3 (c) NEET SW will construct the Wolf Creek to Blackberry Project consistent with
4 SPP's design criteria contained in the SPP RFP and consistent with the construction
5 specifications in NEET SW's bid. This includes the use of two optical ground wires
6 (“OPGW”) to facilitate lightning shielding and provide the primary and redundant
7 communication paths for line protection.

8 (d) If there are any material changes in the design and engineering of the Project from
9 what is contained in the application, NEET SW will file an updated application
10 subject to further review and determination by the Commission.

11 (e) NEET SW will coordinate with Evergy as needed regarding line crossings and
12 paralleling of any Evergy ROW.

13 (f) NEET SW will coordinate with SPP and SPP members, as appropriate, and
14 complete any studies required related to the Project and interconnections to the
15 Project.

16 (g) NEET SW will provide MPSC Staff with a copy of the galloping study its affiliate
17 performed in the summer of 2022 for the 345 kV generator tie lines in the Kingman,
18 Kansas area. In the design and construction of the Project, NEET SW will seek to
19 limit galloping issues that result in potential outage for the transmission line by
20 incorporating mitigation methods derived after engineering studies are completed.

21 (h) When the Wolf Creek to Blackberry Project becomes operational, NEET SW will
22 maintain sufficient personnel (employees or local contractors) in the region of the

1 facilities such that it can provide adequate emergency response to any portion of its
2 Missouri operations consistent with NEET SW's bid to SPP.

3 (i) NEET SW will acknowledge the Commission's jurisdiction under all statutes not
4 specifically waived by the Commission and that the Commission has authority to
5 oversee NEET SW's Certificate, including opening proceedings to investigate
6 NEET SW's compliance with the terms and conditions of the Certificate.

7 (j) NEET SW shall comply with all applicable statutes for any future proposal to
8 extend or relocate an existing transmission line, obtain an ownership interest in an
9 existing regulated electrical facility in Missouri, or construct a new transmission
10 line.

11 (k) Future transmission certificate applications filed by NEET SW must explain: (1)
12 why the project is necessary; (2) why current facilities could not address the same
13 needs as the proposed project; (3) why the proposed project avoids imposing
14 unreasonable costs; (4) the estimated cost of the project; (5) economic and
15 environmental impacts of the project; and (6) the identification of any alternative
16 solutions proposed by affected stakeholders.

17 To the extent NEET SW determines that any of this information is
18 inapplicable or not necessary with respect to a project, it shall include in its
19 application an explanation as to why such information is not applicable or is
20 unnecessary. NEET SW shall confer and work with Staff and other parties to
21 determine if NEET SW has provided sufficient information to allow Staff and other
22 parties to conduct its review of any future application.

- 1 (l) If the MPSC’s affiliate statutes are waived, such waivers are subject to the
2 following:
- 3 1. NEET SW must file a list of affiliate contracts specific to operations,
4 maintenance and reliability of the Project in a compliance docket
5 established for this proceeding, including a summary of any material
6 changes to such contracts since the granting of the Certificate; and
- 7 2. NEET SW must implement asymmetrical pricing in its transactions with
8 affiliates.
- 9 (m) NEET SW must provide the following reports and completed plans:
- 10 1. Documents to filed by NEET SW prior to commencing construction:
- 11 (i) all required government approvals and permits—e.g., any applicable
12 land disturbance permits, Missouri State Highway Commission
13 permits, or US Army Corps of Engineers permits, and applicable
14 county assents—before beginning construction on that part of the
15 project where the approvals and permits are required.
- 16 (ii) Standard construction, clearing, maintenance, repair, and right-of-
17 way practices that NEET SW will follow throughout the duration of
18 the Project.
- 19 2. Quarterly Construction Reports, which NEET SW will file in a compliance
20 docket:
- 21 (i) Quarterly reports on its progress with respect to safety, cost,
22 schedule, quality, and landowner issues/resolutions.

- 1 (ii) Budget reports with a comparison of expenditures to bid costs which
2 shall include, at a minimum, the following information:
- 3 a) Percent of Project completed to date;
- 4 b) The amount spent to date compared with the amount
5 previously expected to have been spent to date;
- 6 c) The total budget and expenditures of the Project to the date
7 of the report - including explanations of increases and
8 decreases in budgeted amounts;
- 9 d) Information concerning SPP agreements, invoices and
10 agreements with other Missouri jurisdictional public utilities
11 during the reporting period; and
- 12 e) Applicable FERC filings during the reporting period.
- 13 3. Documents to be filed by NEET SW upon completion of the Project:
- 14 (i) Post-construction report that documents NEET SW has met the
15 construction requirements agreed to in its RFP;
- 16 (ii) Final Operations and Maintenance Plan(s) for the Project;
- 17 (iii) 345 kV Transmission Line Restoration Plan;
- 18 (iii) Final Storm Outage and Emergency Response Plan;
- 19 (iv) Final Communications Plan;
- 20 (v) Contacts for vendor support services documenting the NEET SW
21 project in Missouri has been added to various vendor contracts; and

- 1 (vi) Contract for Brink Constructors (or other similarly qualified vendor)
2 providing unplanned outage response times and equipment
3 availability specifications for the NEET SW project in Missouri.
- 4 (vii) As built drawings.
- 5 4. Annual Reports, which NEET SW will file in a compliance docket:
- 6 (i) Unplanned outage reports providing start and end time of outage,
7 time elapsed before first responder on site, cause of outage,
8 comments on how outage was resolved; summary of actions taken
9 to mitigate future occurrences of similar outages;
- 10 (ii) Any rapid damage assessment prioritization reports associated with
11 the outage;
- 12 (iii) Documentation of transmission line maintenance activities and
13 inspections completed by or on behalf of NEET SW;
- 14 (iv) The result of inspections conducted for poles, conductor, and
15 insulators;
- 16 (v) Any modifications to contract between NEET SW and emergency
17 response contractor; and
- 18 (vi) Emergency Response Contact List for NEET SW and its Control
19 Center. NEET SW will make an additional compliance filing with-
20 in 30 days of any changes to its Emergency Response Contact List.
- 21 (vii) The annual report NEET SW files with the Federal Energy
22 Regulatory Commission.

1 **Q: Are the conditions recommended by the Missouri Staff in its Report consistent with**
2 **the conditions you are recommending?**

3 A: Our recommendations are very similar, although I believe Evergy's are more detailed.
4 Where Staff recommends a condition in a way incremental to Evergy's, I merged the
5 recommendations into one.

6 **Q: Does this conclude your prepared Direct Testimony?**

7 A: Yes, it does.

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

In the Matter of the Application of NextEra)
Energy Transmission Southwest, LLC for a)
Certificate of Public Convenience and Necessity) File No. EA-2022-0234
to Construct, Install, Own, Operate, Maintain, and)
Otherwise Control and Manage a 345 kV Transmission)
Line and associated facilities in Barton and Jasper)
Counties, Missouri.)

AFFIDAVIT OF DARRIN R. IVES


STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

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

1. My name is Darrin R. Ives. I work in Kansas City, Missouri, and I am employed by Evergy Metro, Inc. as Vice President – Regulatory Affairs.

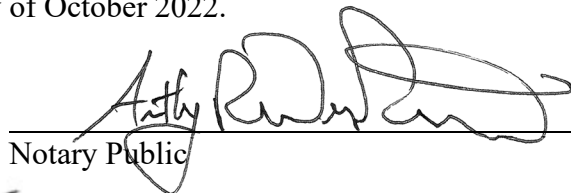
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony on behalf of Evergy Missouri Metro and Evergy Missouri West consisting of nineteen (19) pages, having been prepared in written form for introduction into evidence in the above-captioned docket.

3. I have knowledge of the matters set forth therein. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded, including any attachments thereto, are true and accurate to the best of my knowledge, information and belief.



Darrin R. Ives

Subscribed and sworn before me this 6th day of October 2022.



Notary Public

My commission expires: 4/26/2025

