

*Exhibit No.:*  
*Issue(s):* *Staff's Recommendation  
of Evergy Missouri West's  
Fuel Adjustment Rate  
Tariff Filing*  
*Witness:* *Brad Fortson*  
*Sponsoring Party:* *MoPSC Staff*  
*Type of Exhibit:* *Direct Testimony*  
*Case No.:* *ER-2023-0444*  
*Date Testimony Prepared:* *November 30, 2023*

**MISSOURI PUBLIC SERVICE COMMISSION**

**INDUSTRY ANALYSIS DIVISION**

**ENERGY RESOURCES DEPARTMENT**

**REBUTTAL TESTIMONY**

**OF**

**BRAD J. FORTSON**

**EVERGY MISSOURI WEST, INC.,  
d/b/a EVERGY MISSOURI WEST**

**CASE NO. ER-2023-0444**

*Jefferson City, Missouri  
November 2023*

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BRAD J. FORTSON  
EVERGY MISSOURI WEST, INC., d/  
b/a EVERGY MISSOURI WEST**

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3 **REBUTTAL TESTIMONY**

4 **OF**

5 **BRAD J. FORTSON**

6 **EVERGY MISSOURI WEST, INC.,**  
7 **d/b/a EVERGY MISSOURI WEST**

8 **CASE NO. ER-2023-0444**

9 Q. Please state your name and business address.

10 A. My name is Brad J. Fortson, and my business address is Missouri Public Service  
11 Commission, P.O. Box 360, Jefferson City, Missouri 65102.

12 Q. By whom are you employed and in what capacity?

13 A. I am employed by the Missouri Public Service Commission (“Commission”) as  
14 the Regulatory Compliance Manager of the Energy Resources Department.

15 Q. What is your educational background and work experience.

16 A. Please refer to the attached Schedule BJF-r1.

17 Q. Have you previously filed testimony before this Commission?

18 A. Yes. Please refer to the attached Schedule BJF-r2 for a list of cases in which  
19 I have previously filed testimony.

20 **EXECUTIVE SUMMARY**

21 Q. Please summarize your rebuttal testimony in this proceeding.

22 A. The purpose of my rebuttal testimony is to respond to the direct testimony of  
23 Evergy Missouri West, Inc. d/b/a Evergy Missouri West’s (“Evergy Missouri West” or “EMW”

1 or “Company”)<sup>1</sup> witness Mr. Darrin R. Ives in regards to the *Staff Recommendation for*  
2 *Rejection of Tariff Sheet* (“Staff Recommendation”) filed on July 31, 2023, in this case.

3 Q. What did Staff recommend in its Staff Recommendation?

4 A. Staff recommended the Commission issue an order rejecting the  
5 proposed 1<sup>st</sup> Revised Sheet No. 127.34, and direct EMW to file a substitute tariff sheet that  
6 includes a \$48,018.52 reduction adjustment to purchased power expense. This was the result  
7 of Staff’s interpretation of the Nucor adjustment from the *Non-Unanimous Stipulation and*  
8 *Agreement* (“Stipulation and Agreement”) in Case No. EO-2019-0244, accounting for  
9 additional purchased power costs caused by operational events as described in paragraph 7.d.  
10 of the Stipulation and Agreement.

11 Q. What does paragraph 7.d. in the Stipulation and Agreement state?

12 A. Paragraph 7.d. states:

13 GMO will monitor Nucor operations and will identify additional  
14 SPP-related costs resulting from unexpected operational events. If  
15 Nucor load experiences a 25% deviation from the expected Nucor  
16 load for more than 4 hours and that load change is not reflected in  
17 the GMO day-ahead commitments, GMO will quantify the  
18 balancing relationship between the hourly and day-ahead prices to  
19 identify the effect of the unplanned load change to apportion any  
20 additional SPP balancing charges and will incorporate the effect  
21 attributed to Nucor into the tracking of Nucor costs. If the effect of  
22 this relationship increases costs to non-Nucor customers, the amount  
23 will be reflected in a subsequent FAC rate change filing and the  
24 portion attributed to Nucor will be identified with supporting work  
25 papers and removed from the Actual Net Energy Cost prior to the  
26 calculation of the FAC rates.

27  
28 Q. What is at issue in this case?

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<sup>1</sup> Formerly known as KCP&L Greater Missouri Operations Company (“GMO”). EMW is referenced as GMO in stipulation and agreement language later mentioned in this testimony.

1           A.     In Mr. Ives' direct testimony, he summarizes the issues in this case as: 1) Which  
2 method of accounting for operational events at Nucor Steel Plant ("Nucor") related to  
3 imbalances should be used to estimate costs caused by Nucor that impact non-Nucor customers,  
4 2) Whether the accounting method used should include or exclude the effects of the first four  
5 hours of operational events, 3) While the event tracking will be analyzed for each month,  
6 should the tracking be performed and a monthly journal entry recorded, if applicable, or should  
7 the tracking be performed for the months available during the 6-month accumulation period  
8 and one journal entry recorded, if applicable, and 4) Should the impact of the identified events  
9 be tracked over the remaining life of the Nucor contract and any subsequent Nucor contracts.

10           Q.     Do you agree with his summary of the issues in this case?

11           A.     Mostly. Mr. Ives addresses issues 1, 2, and 4, which I agree are an accurate  
12 summary of those issues, however I believe it is more clear to discuss issue 2 first, then issue  
13 1, and then issue 4. Company witness Ms. Lisa Starkebaum addresses issue 3, which Staff  
14 expert witness Ms. Brooke Mastrogiannis responds to in her rebuttal testimony.

15           **ISSUE 2: WHETHER THE ACCOUNTING METHOD USED SHOULD INCLUDE OR**  
16           **EXCLUDE THE EFFECTS OF THE FIRST FOUR HOURS OF EACH**  
17           **OPERATIONAL EVENT**

18           Q.     What portion of paragraph 7.d. from the Stipulation and Agreement is at issue  
19 in Issue 2?

20           A.     The relevant portion of paragraph 7.d. reads:

21                   If actual Nucor load experiences a 25% deviation from the expected  
22                   Nucor load for more than 4 hours and that load change is not  
23                   reflected in the GMO day-ahead commitments, then EMW  
24                   quantifies the balancing relationship between the hourly and day-  
25                   ahead prices to identify the effect of the unplanned load change to  
26                   apportion any additional SPP balancing charges and will incorporate  
27                   the effect attributed to Nucor into the tracking of Nucor costs.

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Q. What is the difference in positions of Staff and the Company on this issue?

A. Staff takes the position that the first four hours of the operational event should be included and the Company takes the position that the first four hours of the operational event should not be included.<sup>2</sup>

Q. What does the Company use as support for its position?

A. Mr. Ives argues in his direct testimony, that under the Stipulation and Agreement, Nucor load may vary by as much as 25% before it is necessary to recognize an event and quantify the impact of the Nucor operations on non-Nucor customers. He goes on to say that this provision acts as a “grace period” since the very nature of Nucor operations will cause variability from its forecasted load. He then alleges that Staff’s approach of including the first four hours of the event eviscerates the grace period and does not recognize the nature of Nucor’s operations.

Q. Do you agree with Mr. Ives’ statements?

A. I agree that the 25% deviation can be looked at as a “grace period” but I absolutely disagree that including the first four hours of the event somehow eviscerates the grace period and does not recognize the nature of Nucor’s operations. The grace period is the 25%. However, a deviation of 25% from the expected Nucor load for more than 4 hours is when the event is triggered. Nucor’s load can, and does, deviate by 25% and can happen for less than five hours. But if the deviation does not have at least five hours for the event, then those hours are not included. Mr. Ives makes a statement in his direct testimony in this case that, “non-Nucor customers always receive a benefit no matter the circumstances of

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<sup>2</sup> This is based off Staff’s understanding from the Direct testimony filed on October 31, 2023, because EMW’s testimony and supporting workpapers filed on June 30, 2023, actually began with hour 1 and included everything except the last for hours.

1 Nucor's load."<sup>3</sup> This is not accurate. When Nucor's load deviates 25%, but not for more than  
2 four hours, an event is not triggered, but could still increase costs to non-Nucor customers in  
3 those hours. In fact, using Company witness Ms. Starkebaum's updated confidential workpaper  
4 from October 31, 2023, Nucor's load has deviated by 25% (without adding in the events that  
5 are more than 4 hours) in approximately \*\* [REDACTED] \*\* of the hours from January 2023 through  
6 September 2023. However, Nucor's load has deviated by 25% (if you are only looking at the  
7 events that are more than four hours), in approximately \*\* [REDACTED] \*\* of those hours. Once Nucor's  
8 load deviates from its expected load by 25% and hits that fifth hour, an event is triggered. Even  
9 though it is not until that fifth hour that an event is triggered, the first four hours are a part of  
10 what triggered that event. So, Staff sees that "grace period" Mr. Ives is referring to as the times  
11 the hours did not get included in the event because there were not at least five hours to trigger  
12 an event. By using the Company's forecasted data, this grace period of not including hours that  
13 a deviation actually occurred but was not included in cost imbalance calculation, was  
14 \*\* [REDACTED] \*\* of the time.

15 Schedule SIL,<sup>4</sup> the EMW tariff that Nucor is on, and the Stipulation and Agreement  
16 shield Nucor from any additional SPP costs resulting from unexpected operational events at  
17 Nucor. The additional SPP costs resulting from unexpected operational events at Nucor are  
18 borne by ratepayers and/or EMW shareholders. All additional SPP costs resulting from  
19 unexpected operational events at Nucor that do not trigger an event, are borne by ratepayers. It  
20 is not until actual Nucor load experiences a 25% deviation from the expected Nucor load for  
21 more than 4 hours that EMW shareholders may bear any costs. EMW's proposed method of  
22 accounting for this would exclude and shield them from any negative impact from the first 4

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<sup>3</sup> *Direct Testimony of Darrin R. Ives*, pg. 6.

<sup>4</sup> Special Rate for Incremental Load Service.

1 hours of this event. Staff's proposed method of the proper accounting for this would include  
2 the first 4 hours. The 25% load deviation for more than four hours term of the Stipulation and  
3 Agreement from above should act as an incentive for EMW to accurately reflect expected load  
4 for Nucor in the day-ahead commitments, thus minimizing the number of events. EMW is not  
5 doing that and the result is subjecting non-Nucor ratepayers to added cost risk through  
6 the FAC (all deviations that occur for less than 5 hours) and the Company should be subjected  
7 to the entirety of the negative effects for those more than 4 hours. Therefore, the first four hours  
8 that contributed to a triggered event should be included as a part of that event.

9 **ISSUE 1: WHICH METHOD OF ACCOUNTING FOR OPERATIONAL EVENTS AT**  
10 **NUCOR RELATED TO IMBALANCES SHOULD BE USED TO ESTIMATE COSTS**  
11 **CAUSED BY NUCOR THAT IMPACT NON-NUCOR CUSTOMERS**

12 Q. What is the Company's method of accounting in regards to issue 1?

13 A. EMW's proposed method consists of the netting of all cost differences  
14 comparing real time to day ahead costs for all hours of what the Company considers to be  
15 meeting the established operational conditions from the Stipulation and Agreement  
16 (i.e. excluding the first four hours of an event). EMW uses the cost differences that increase  
17 costs to non-Nucor customers netted against prior decreased costs to non-Nucor customers to  
18 adjust the costs before processing through the Fuel Adjustment Clause ("FAC") in  
19 subsequent FAC rate change filings.

20 Q. What is Staff's position on what the proper method of accounting in regards to  
21 issue 1 should be?



1           A.     Staff’s position is to quantify the balancing relationship between the hourly real  
2 time and day ahead prices to identify the effect of the “unplanned load change”<sup>5</sup> to determine  
3 if there were any SPP cost imbalances, caused by Nucor.     Once that is quantified, one must  
4 determine if the effect of the cost imbalance increases costs to non-Nucor customers. Only if  
5 it causes an increase in cost to non-Nucor customers, then that amount should be reflected in a  
6 subsequent FAC rate change, and removed from the Actual Net Energy Costs (“ANEC”), with  
7 no netting against a previous decrease in cost to non-Nucor customers.

8           Q.     Why does Staff believe only cost imbalances that result in increased costs to  
9 non-Nucor customers should be included and removed in the FAC ANEC and not cost  
10 imbalances that result in decreased costs to non-Nucor customers?

11          A.     The simple answer is, that is what the Stipulation and Agreement explicitly  
12 states. If you refer back to the paragraph 7.d language from the Stipulation and Agreement  
13 previously mentioned in this testimony, you will see as such. Issue 2, discussed above, got into  
14 more detail in regards to the “4 hours” mentioned in paragraph 7.d., so I will focus on the  
15 language that starts “GMO will quantify.” That language explicitly states that:

16                   GMO will quantify the balancing relationship between the hourly  
17 and day-ahead prices to identify the effect of the unplanned load  
18 change to apportion any additional SPP balancing charges and will  
19 incorporate the effect attributed to Nucor into the tracking of Nucor  
20 costs. If the effect of this relationship **increases** costs to non-Nucor  
21 customers, the amount will be reflected in a subsequent FAC rate  
22 change filing and the portion attributed to Nucor will be identified  
23 with supporting work papers and removed from the Actual Net  
24 Energy Cost prior to the calculation of the FAC rates. [emphasis  
25 added]  
26

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<sup>5</sup> Per the Stipulation and Agreement, GMO will quantify the balancing relationship between the hourly and day-ahead prices to identify the effect of the unplanned load change to apportion any additional SPP balancing charges and will incorporate the effect attributed to Nucor into the tracking of Nucor costs.

1 EMW is now wanting to rewrite the paragraph 7.d. language of the Stipulation and Agreement  
2 to include **decreases**. As can plainly be seen, the language only explicitly allows for increases.

3 Q. In Mr. Ives direct testimony in this case, he accuses Staff of “cherry picking” the  
4 data so that non-Nucor customers always receive a benefit no matter the circumstances of  
5 Nucor’s load.<sup>6</sup> Do you agree with that statement?

6 A. Absolutely not. I would simply point to the previously mentioned Stipulation  
7 and Agreement language that only explicitly allows for increases to dismiss the “cherry picking”  
8 notion. I previously addressed the “non-Nucor customers always receive a benefit no matter  
9 the circumstances of Nucor’s load,” portion of his statement in the Issue 2 section above.

10 Q. Mr. Ives discusses testimony he filed in Case No. EO-2019-0244, which  
11 explained the Company’s intentions with regard to the Nucor contract and tracking its  
12 operations. Is Mr. Ives’ testimony in that case relevant to this case?

13 A. I would consider Mr. Ives’ testimony explaining the Company’s intentions  
14 much less relevant to this case than the actual agreed to Stipulation and Agreement  
15 and the Commission’s Report and Order approving the Stipulation and Agreement from  
16 Case No. EO-2019-0244.

17 Q. Mr. Ives seems to claim that the Commission addressed the purpose of  
18 paragraph 7.d. in support of the Company’s position in its Report and Order in  
19 Case No. EO-2019-0244. Do you agree?

20 A. No. The section that Mr. Ives refers to from the Report and Order<sup>7</sup> states that:

21 17. The stipulation and agreement also includes provisions to  
22 protect EMW’s other customers from any adverse effects from the  
23 special rate being provided to Nucor. EMW expects that the overall

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<sup>6</sup> *Direct Testimony of Darrin R. Ives*, pg. 6.

<sup>7</sup> *Report and Order*, Case No. EO-2019-0244, pgs. 7 – 8 and *Direct Testimony of Darrin R. Ives*, Case No. ER-2023-0444, pgs. 8 – 9.

1 aggregate revenues it receives from Nucor over the ten-year period  
2 of the special contract and rate will exceed the company's  
3 incremental cost to provide that service. However, EMW  
4 acknowledges that on a month-to-month view, conditions could  
5 fluctuate enough to produce an under-recovery of incremental costs  
6 in a specific month or months of the test year used to establish rates  
7 in a future rate case. The stipulation and agreement addresses that  
8 possibility by providing that no such revenue deficiency would be  
9 reflected in EMW's cost of service during the ten-year term of the  
10 special contract and rate. In other words, EMW's shareholders  
11 would be responsible for any such revenue shortfall, not ratepayers.  
12 [footnotes omitted]

13 In Mr. Ives' testimony referencing this language, he emphasizes the word "overall" for some  
14 reason. I would emphasize the words "EMW expects" in that sentence. That is all the  
15 Commission was pointing out, what EMW expects. The remainder of the language speaks to  
16 EMW's acknowledgement that an under-recovery of incremental costs could happen and that  
17 the Stipulation and Agreement addresses that possibility by providing that no such revenue  
18 deficiency would be reflected in EMW's cost of service, and that shareholders, not ratepayers,  
19 would be responsible for any such shortfall. I do not see how this language from the Report  
20 and Order supports the Company's position in this case.

21 **ISSUE 4: SHOULD THE IMPACT OF THE IDENTIFIED EVENTS BE TRACKED**  
22 **OVER THE REMAINING LIFE OF THE NUCOR CONTRACT AND ANY**  
23 **SUBSEQUENT NUCOR CONTRACTS**

24 Q. What is Staff's position as it relates to Issue 4?

25 A. Staff has taken the position that events as defined by paragraph 7.d. that increase  
26 costs to non-Nucor customers should be quantified to determine if there were any SPP cost  
27 imbalances, caused by Nucor. Once that is quantified, and only if it causes an increase in cost  
28 to non-Nucor customers, then that amount (per each event) should be reflected in a subsequent  
29 FAC rate change, and removed from the ANEC. This adjustment should be made only for the

1 accumulation period included in the FAC rate change filing and should not be netted against  
2 any other amount, especially an amount outside of the accumulation period included in  
3 the FAC rate change filing.

4 Q. What is the Company's position as it relates to Issue 4?

5 A. The Company has taken the position that events as defined by paragraph 7.d.  
6 that both increase and decrease costs to non-Nucor customers should be tracked and netted and  
7 reflected in the Company's subsequent FAC rate change filing, if applicable. The Company  
8 takes the position that if at the end of an accumulation period, the result was increased costs to  
9 non-Nucor customers, the Company will make an adjustment in the subsequent FAC rate  
10 change filing. However, the Company takes it a step further that if at the end of a prior  
11 accumulation period the result was decreased costs to non-Nucor customers, the Company will  
12 use that amount to net against an adjustment in a future FAC rate change filing where an  
13 adjustment is needed due to increased costs to non-Nucor customers. If an adjustment is not  
14 needed due to increased costs to non-Nucor customers, then that balance could cumulate over  
15 the life of the Nucor contract.

16 Q. The Company's position on Issue 4 seems to not only add additional steps to the  
17 process, but adds additional levels of complexity. Can you provide some additional clarity on  
18 the Company's position?

19 A. Yes, I will provide some examples. In the first example, we will simply use  
20 what I will call accumulation period 1. If accumulation period 1 results in increased costs to  
21 non-Nucor customers, the Company will make an adjustment in its subsequent FAC rate change  
22 filing that includes accumulation period 1.

1           In the second example, we will use what I will call accumulation period 1 and  
2 accumulation period 2. If accumulation period 1 results in decreased costs to non-Nucor  
3 customers (instead of increased costs to non-Nucor customers), the Company will not make an  
4 adjustment in its subsequent FAC rate change filing that includes accumulation period 1.  
5 We now move to accumulation period 2. If accumulation period 2 results in increased costs to  
6 non-Nucor customers, the Company will make an adjustment in its subsequent FAC rate change  
7 filing that includes accumulation period 2, however, it nets the amount from accumulation  
8 period 1 against the balance in accumulation period 2.

9           Q.     Why is the Company's approach in Issue 4 inappropriate?

10          A.     In the second example above, the adjustment made in the FAC rate change filing  
11 that includes accumulation period 2 is being netted against an amount outside of the  
12 accumulation period, accumulation period 1. The Company's position is to net increased costs  
13 to non-Nucor customers against decreased costs to non-Nucor customers for the entire term of  
14 the contract. Nucor's initial contract term is ten years, with the potential of subsequent  
15 extensions of up to ten years. This means that, based on the Company's position to track and  
16 net adjustments over the life of the contract and any subsequent extensions, it will use amounts  
17 from previous accumulation periods to net against future accumulation periods for an indefinite  
18 amount of time.

19          EMW's netting of increased costs to non-Nucor customers against decreased costs to  
20 non-Nucor customers becomes more reasonable if the netting is done on a monthly basis, or  
21 even over a six-month accumulation period, but only for that month or months in the six-month  
22 accumulation period. In other words, the netting is not done for an indefinite amount of time  
23 over the contract term and subsequent extensions, but only within the accumulation period the

1 increased and decreased costs occurred to non-Nucor customers. Staff would support this  
2 method and timeframe for netting costs when an adjustment is needed in a FAC rate change  
3 filing due to an overall increase in costs to non-Nucor customers.

4 Q. What is an accumulation period as defined by EMW's Commission  
5 approved tariff?

6 A. As defined on EMW's FAC tariff sheet P.S.C. MO. No. 1 Original Sheet  
7 No. 127.24, "An accumulation period is the six calendar months during which the actual costs  
8 and revenues subject to this rider will be accumulated for the purposes of determining the  
9 Fuel Adjustment Rate ("FAR")."<sup>8</sup>

10 Q. What costs are included in determining the FAR?

11 A. The same tariff sheet mentioned in the previous answer also states that,  
12 "Costs eligible for the Fuel and Purchased Power Adjustment ("FPA") will be the Company's  
13 allocated jurisdictional costs for the fuel component of the Company's generating units,  
14 reservation charges, purchased power energy charges including applicable Southwest Power  
15 Pool ("SPP") charges, emission allowance costs and amortizations, cost of transmission of  
16 electricity by others associated with purchased power and off-system sales revenue, **all as**  
17 **incurred during the accumulation period.**" [emphasis added]

18 Q. Does that mean that costs from prior accumulation periods are not allowed to be  
19 included in accumulation period included in a FAC rate change filing, or FAR filing?

20 A. Yes, unless otherwise approved by the Commission.

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<sup>8</sup> A FAR is another term for the previously used term FAC rate change filing.

Rebuttal Testimony of  
Brad J. Fortson

1           Q.    Should the Commission approve costs caused by Nucor in previous  
2 accumulation periods to be included in a future accumulation period of a FAC rate  
3 change filing?

4           A.    No.

5           Q.    Does that conclude your rebuttal testimony?

6           A.    Yes.

**BEFORE THE PUBLIC SERVICE COMMISSION**

**OF THE STATE OF MISSOURI**

In the Matter of the Application of Evergy )  
Missouri West, Inc. d/b/a Evergy Missouri )  
West for Authority to Implement Rate ) Case No. ER-2023-0444  
Adjustments Required by 20 CSR 4240- )  
20.090(8) and the Company's Approved )  
Fuel and Purchased Power Cost Recovery )  
Mechanism )

**AFFIDAVIT OF BRAD J. FORTSON**

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF COLE )

**COMES NOW BRAD J. FORTSON**, and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Rebuttal Testimony of Brad J. Fortson*; and that the same is true and correct according to his best knowledge and belief.

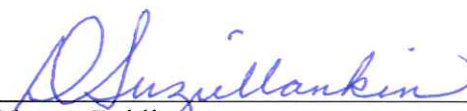
Further the Affiant sayeth not.

  
\_\_\_\_\_  
**BRAD J. FORTSON**

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 28<sup>th</sup> day of November 2023.

D. SUZIE MANKIN  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Cole County  
My Commission Expires: April 04, 2025  
Commission Number: 12412070

  
\_\_\_\_\_  
Notary Public



**Brad J. Fortson**

**Education and Employment Background**

I am the Regulatory Compliance Manager of the Energy Resources Department, Industry Analysis Division of the Missouri Public Service Commission. Prior to my current position, I was employed at the Missouri Public Service Commission as a Regulatory Economist from December 2012 through March 2015 and August 2015 through February 2019.

I received an Associate of Applied Science degree in Computer Science in May 2003, Bachelor of Science degree in Business Administration in May 2009, and Master of Business Administration degree with an emphasis in Management in May 2012, all from Lincoln University, Jefferson City, Missouri.

Prior to first joining the Commission, I worked in various accounting positions within four state agencies of the State of Missouri. I was employed as an Account Clerk II for the Inmate Finance Section of the Missouri Department of Corrections; as an Account Clerk II for the Accounts Payable Section of the Missouri Department of Health and Senior Services; as a Contributions Specialist for the Employer Accounts Section of the Missouri Department of Labor and Industrial Relations; and as an Accountant I for the Payroll Section of the Missouri Office of Administration. From April 1 through July 31, 2015, I worked for the Missouri Office of Public Counsel before joining the Commission once again.

**Brad J. Fortson**  
**Case Participation History**

<b>Case Number</b>	<b>Company</b>	<b>Issue</b>	<b>Exhibit</b>
HR-2014-0066	Veolia Energy Kansas City	Revenue by Class and Rate Design	Staff Report
GR-2014-0086	Summit Natural Gas of Missouri, Inc.	Large Volume Service Revenue	Staff Report
ER-2014-0258	Union Electric Company d/b/a Ameren Missouri	Revenue by Class and Rate Design	Staff Report
ER-2014-0258	Union Electric Company d/b/a Ameren Missouri	Revenue by Class and Rate Design	Staff Report, Rebuttal & Surrebuttal Testimony
ER-2014-0351	The Empire District Electric Company	Revenue by Class and Rate Design	Staff Report & Rebuttal Testimony
ER-2014-0351	The Empire District Electric Company	Revenue by Class and Rate Design	Rebuttal Testimony
EO-2015-0240	Kansas City Power & Light Company	Custom Program Incentive Level	Direct Testimony
EO-2015-0241	KCP&L Greater Missouri Operations Company	Custom Program Incentive Level	Direct Testimony
ER-2016-0023	The Empire District Electric Company	DSM Programs and MEEIA Filings	Staff Report
ER-2016-0023	The Empire District Electric Company	DSM Programs and MEEIA Filings	Staff Report, Rebuttal & Surrebuttal Testimony
EM-2016-0213	The Empire District Electric Company (merger case)	DSM Programs and MEEIA Filings	Rebuttal & Surrebuttal Testimony
ER-2016-0156	KCP&L Greater Missouri Operations Company	MEEIA summary and LED street lighting	Staff Report
EO-2016-0183	Kansas City Power & Light Company	MEEIA prudence review	Staff Report
EO-2016-0223	The Empire District Electric Company	Triennial compliance filing	Staff Report
ER-2016-0285	Kansas City Power & Light Company	LED street lighting	Staff Report
ER-2016-0179	Union Electric Company d/b/a Ameren Missouri	LED street lighting	Staff Report
ER-2016-0285	Kansas City Power & Light Company	Response to Commissioner questions	Staff Report
ER-2016-0179	Union Electric Company d/b/a Ameren Missouri	Response to Commissioner questions	Staff Report

EO-2017-0209	Kansas City Power & Light Company	MEEIA prudence review	Staff Report
EO-2017-0210	KCP&L Greater Missouri Operations Company	MEEIA prudence review	Staff Report
EO-2015-0055	Union Electric Company d/b/a Ameren Missouri	Flex pay pilot program	Rebuttal Testimony
GR-2018-0013	Liberty Utilities (Midstates Natural Gas) Corp. d/b/a Liberty Utilities	Red Tag Program and Energy Efficiency Program Funding	Staff Report, Rebuttal & Surrebuttal Testimony
ER-2018-0145	Kansas City Power & Light Company	LED street lighting, TOU rates	Rebuttal Testimony
ER-2018-0146	KCP&L Greater Missouri Operations Company	LED street lighting, TOU rates	Rebuttal Testimony
EO-2018-0211	Union Electric Company d/b/a Ameren Missouri	Program Design	Rebuttal Report & Surrebuttal Testimony
EO-2019-0132	Kansas City Power & Light Company	Program Design	Rebuttal Report & Surrebuttal Testimony
EO-2019-0376	Union Electric Company d/b/a Ameren Missouri	MEEIA prudence review	Direct Testimony
ER-2019-0374	The Empire District Electric Company	Hedging policy and EE/LI programs	Supplemental Testimony
EO-2020-0280	Evergy Metro	IRP Annual Update	Staff Report
EO-2020-0281	Evergy Missouri West	IRP Annual Update	Staff Report
ER-2020-0311	The Empire District Electric Company	Fuel Adjustment Clause	Rebuttal Testimony
EO-2020-0227	Evergy Metro and Evergy Missouri West	MEEIA prudence review	Direct Testimony
EO-2020-0262	Evergy Metro and Evergy Missouri West	FAC prudence review	Direct & Rebuttal Testimony
EO-2021-0021	Union Electric Company d/b/a Ameren Missouri	Triennial compliance filing	Staff Report
EO-2021-0035	Evergy Metro	Triennial compliance filing	Staff Report
EO-2021-0036	Evergy Missouri West	Triennial compliance filing	Staff Report
EO-2021-0416	Evergy Missouri West	MEEIA prudence review	Staff Report

EO-2021-0417	Evergy Metro	MEEIA prudence review	Staff Report
EO-2022-0061	Evergy Missouri West	Application for Special Rate	Rebuttal Testimony
EO-2022-0064	Evergy Missouri Metro	FAC prudence review	Direct Testimony
EO-2022-0065	Evergy Missouri West	FAC prudence review	Direct Testimony
EO-2022-0040	The Empire District Electric Company	Securitization	Rebuttal Testimony
EF-2022-0155	Evergy Missouri West	Securitization	Rebuttal & Surrebuttal Testimony
ER-2022-0129	Evergy Missouri Metro	FAC	Direct & Surrebuttal Testimony
ER-2022-0130	Evergy Missouri West	FAC	Direct & Surrebuttal Testimony
EA-2022-0245	Union Electric Company d/b/a Ameren Missouri	CCN	Rebuttal Testimony
EA-2022-0328	Evergy Missouri West	CCN	Rebuttal Testimony
EA-2023-0286	Union Electric Company d/b/a Ameren Missouri	CCN	Rebuttal Testimony