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and Clean Transition Tariff*
Witness: *Brad J. Fortson*
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MISSOURI PUBLIC SERVICE COMMISSION

INDUSTRY ANALYSIS DIVISION

ENERGY RESOURCES DEPARTMENT

SURREBUTTAL TESTIMONY

OF

BRAD J. FORTSON

**EVERGY METRO, INC.,
d/b/a Evergy Missouri Metro**

and

**EVERGY MISSOURI WEST, INC.,
d/b/a Evergy Missouri West**

CASE NO. EO-2025-0154

*Jefferson City, Missouri
September 2025*

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BRAD J. FORTSON
CASE NO. EO-2025-0154**

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1 **SURREBUTTAL TESTIMONY**

2 **OF**

3 **BRAD J. FORTSON**

4 **CASE NO. EO-2025-0154**

5 Q. Please state your name and business address.

6 A. My name is Brad J. Fortson, and my business address is Missouri Public
7 Service Commission, 200 Madison Street, PO Box 360, Jefferson City, MO 65102.

8 Q. Are you the same Brad J. Fortson who contributed to the *Staff*
9 *Recommendation* filed on July 25, 2025, in this case?

10 A. Yes, I am.

11 **EXECUTIVE SUMMARY**

12 Q. What is the purpose of your surrebuttal testimony?

13 A. The purpose of my surrebuttal testimony is to respond to Dr. Carolyn A. Berry,
14 who filed rebuttal testimony in this case on July 25, 2025, on behalf of Google LLC
15 (“Google”). In particular, I will respond to Dr. Berry’s recommendation that the
16 Commission require Evergy Metro, Inc., d/b/a Evergy Missouri Metro (“EMM”) and
17 Evergy Missouri West, Inc., d/b/a Evergy Missouri West (“EMW”) (collectively “Evergy”
18 or “Company”) to offer a tariff similar to NV Energy’s Clean Transition Tariff (“CTT”)
19 recently approved by the Public Utilities Commission of Nevada. Staff will explain below
20 why it does not currently support Dr. Berry’s recommendation on the CTT. I will also
21 respond to Renew Missouri Advocates, d/b/a Renew Missouri (“Renew Missouri”) witness
22 Ms. Jessica Polk Sentell in regard to her rebuttal testimony on Evergy’s proposed Clean
23 Energy Choice Rider (“Schedule CER”).

1 **RESPONSE TO GOOGLE - CLEAN TRANSITION TARIFF**

2 Q. What is a CTT?

3 A. As Dr. Berry explains in her rebuttal testimony, the CTT allows participating
4 large customers to bring resources to the utility, which are then integrated into the utility's
5 resource portfolio. Dr. Berry states that the CTT "enables these customers to assume financial
6 risk for their resources" and "allows them to receive the energy and capacity associated with
7 their resource to help achieve its clean energy goals."¹

8 Q. Would the CTT influence Evergy's Integrated Resource Planning ("IRP")?

9 A. Yes. Dr. Berry gives renewable energy and battery storage, advanced nuclear,
10 carbon capture and storage, and long-duration energy storage technologies as examples of
11 asset types that could be considered under a CTT, and states that the planning for the new
12 generation would be done with Evergy and incorporated into its IRP process.²

13 Q. What are the goals of the CTT implementation described by Dr. Berry?

14 A. Dr. Berry discusses at page 46 that the target of the CTT is operation of "clean"
15 energy products in hours needed to "accelerate the decarbonization of the system."³
16 At page 47 she states that "[t]he tariff is structured to accelerate the transition to a 100%
17 clean energy portfolio,"⁴ that "[t]he CTT provides customers with the opportunity to
18 actively participate in the transition to carbon-free energy,"⁵ and that "[i]t provides a
19 pathway to get all customers on clean energy without shifting costs to non-participants."⁶
20 These goals may be consistent with the regulatory framework in Nevada, which "has a net

¹ Dr. Carolyn A. Berry rebuttal testimony, page 44, lines 22 – 26.

² Dr. Carolyn A. Berry rebuttal testimony, page 46, lines 11 – 16.

³ Dr. Carolyn A. Berry rebuttal testimony, page 46, lines 5 – 6.

⁴ Dr. Carolyn A. Berry rebuttal testimony, page 47, lines 3 – 4.

⁵ Dr. Carolyn A. Berry rebuttal testimony, page 47, lines 4 – 5.

⁶ Dr. Carolyn A. Berry rebuttal testimony, page 47, lines 8 – 9.

1 zero goal”,⁷ however, the goals and implementation are inappropriate for Missouri for the
2 reasons described in the Staff Recommendation and this surrebuttal testimony.

3 Q. Does Staff have concerns with the CTT influencing the IRP?

4 A. Yes. In the Staff Recommendation, with regard to Evergy’s proposed Clean
5 Energy Choice Rider (“Schedule CER”), I stated that:

6 Further, the IRP process is likely to drastically change with the recent
7 passage and signing of Senate Bill 4 (“SB 4”). SB 4 adds Section
8 393.1900, RSMo, and Section 393.1900.1, RSMo states in part that,
9 “[t]he commission shall, by August 28, 2027, and every four years or
10 as needed thereafter, commence an integrated resource planning
11 proceeding for electrical corporations.” In Data Request 60, Staff
12 asked, “[w]hat is the soonest the Company anticipates any customer
13 could receive service under the LLPS rate class?” The Company
14 responded that, “[t]he soonest a customer might receive service under
15 the Schedule LLPS rate is the first quarter of 2026.” A new rider
16 allowing a large customer or customers to influence the IRP process,
17 an IRP process likely drastically changing with over eleven pages of
18 new legislation and likely several more pages of yet-to-be approved
19 Commission Rule language expanding on the new legislation, is of
20 great concern to Staff.⁸

21 Staff shares the same concerns with the CTT as it does the Schedule CER, and is concerned
22 that it would not be reasonable to set aside a prudent resource plan to replace it with resource
23 planning that was modified to incorporate specific resources due to the preferences of a
24 particular customer.

25 Q. Does the CTT protect non-CTT customers from any financial risk?

26 A. No. On page 44, lines 23-24, of Dr. Berry’s rebuttal testimony, she states,
27 “[t]his model [CTT] enables these customers to assume financial risk for their resources,

⁷ Emma Penrod, NV Energy seeks new tariff to supply Google with 24/7 power from Fervo geothermal plant, Utility Dive, <https://www.utilitydive.com/news/google-fervo-nv-energy-nevada-puc-clean-energy-tariff/719472/> (accessed August 27, 2025).

⁸ Staff Recommendation, page 80, lines 7 – 17.

1 thereby protecting other customers...” Further, on page 46, lines 4-10, of Dr. Berry’s rebuttal
2 testimony, she provides the following question and answer:

3 Q. How is the CTT implemented?

4 A. The CTT customer and the utility would execute an ESA for a
5 clean energy product that is targeted to operate in hours needed to
6 accelerate the decarbonization of the system. The compensation
7 scheme could take various forms. One possibility is that the CTT
8 customer would pay a contract rate for capacity and energy matched to
9 the clean resource and pay rates in the LLPS tariff for energy received
10 from Evergy’s resource portfolio. The contract rate would reflect the
11 cost of the product under the ESA and the value that the CTT resource
12 provides to the system.

13 Staff sent data request (“DR”) 210 to Google requesting the following:

14 Please refer to the rebuttal testimony of Dr. Carolyn A. Berry, pg. 46,
15 lines 9-10, where she states, “The contract rate would reflect the cost
16 of the product under the ESA and the value that the CTT resource
17 provides to the system.” How is the value that the CTT resource
18 provides to the system determined? Provide a detailed example of a
19 contract rate that reflects the cost of the product under the ESA and the
20 value that the CTT resource provides to the system.

21 Google’s response to Staff DR 210 stated the following:

22 The system benefits provided by a CTT resource include reliability and
23 resilience benefits, contribution to peak capacity needs, operational
24 flexibility, locational benefits, and the advancement of new technology
25 that will lower future generation costs. The determination of the value
26 of benefits will depend upon the specific resource type, attributes, and
27 location relative to system needs.

28 Q. Did Dr. Berry provide any workpapers or analysis, with her rebuttal testimony
29 or with her response to Staff DR 210, quantifying any of her statements?

30 A. No.

31 Q. Who decides what the contract rate will be?

1 A. It appears the contract rate would be determined by Evergy and the
2 participating customer. This appears to be the case based on the following statements made
3 by Dr. Berry in her rebuttal testimony: “The *customer and the utility* then target procurement
4 of resources under an Energy Supply Agreement (‘ESA’) to those investments that would
5 complement the utility’s existing clean portfolio, aligning clean energy operations with hourly
6 customer load”;⁹ “The *CTT customer and the utility* would execute an ESA for a clean energy
7 product that is targeted to operate in hours needed to accelerate the decarbonization of the
8 system”;¹⁰ and; “The planning for the new generation would be done *with Evergy* and
9 incorporated into Evergy’s IRP process.”¹¹

10 Q. Is there a stakeholder process that allows for stakeholders to participate in the
11 CTT process?

12 A. It does not appear so. However, it is anticipated, if a CTT is approved, that a
13 CTT filing would be made with the Commission, which I would then also anticipate would
14 allow for stakeholder review and input.

15 Q. Does Staff have concerns with how the contract rate will be determined by the
16 utility and the participating customer?

17 A. Yes. Since “[t]he contract rate would reflect the cost of the product under the
18 ESA and the *value that the CTT resource provides to the system*”,¹² Staff is concerned with
19 the determination of that value. The cost of the product appears to be netted by the value that
20 the CTT resource provides to the system to determine the contract rate. Given the subjectivity

⁹ Rebuttal testimony of Dr. Carolyn A. Berry, page 45, lines 20 – 23 [Emphasis added.].

¹⁰ Rebuttal testimony of Dr. Carolyn A. Berry, page 46, lines 5 – 6 [Emphasis added.].

¹¹ Rebuttal testimony of Dr. Carolyn A. Berry, page 46, lines 15 – 16 [Emphasis added.].

¹² Rebuttal testimony of Dr. Carolyn A. Berry, page 46, lines 9 – 10 [Emphasis added.].

1 of the perceived benefits Dr. Berry suggests (e.g., reliability and resilience benefits,
2 contribution to peak capacity needs, operational flexibility, locational benefits, and the
3 advancement of new technology that will lower future generation costs), I would anticipate
4 disagreement amongst the stakeholders on the quantification of those perceived benefits.
5 Staff is further concerned since “the cost of the product under the ESA”¹³ is figured into the
6 contract rate and “[t]he planning for the new generation would be done with Evergy and
7 incorporated into Evergy’s IRP process.”¹⁴ Because the CTT approach would deviate from
8 prudent resource planning, and there are not objective quantifications of the benefits of the
9 resource, the CTT would lead to financial risk to non-CTT customers. Additional concerns
10 with the reasonableness of the proposed revenue recovery method are addressed by Staff
11 witness Sarah L.K. Lange.

12 Q. What does Staff recommend regarding Dr. Berry’s proposal that the
13 Commission require Evergy to offer a tariff similar to the CTT?

14 A. Staff recommends the Commission not require Evergy to offer a CTT, or
15 similar tariff, for all of the reasons stated in the Staff Recommendation and this surrebuttal
16 testimony. Staff is not opposed to EMM or EMW entering into capacity purchases or power
17 purchase agreements with its LLPS customers, so long as those agreements are otherwise
18 prudent. Further, Staff is not opposed to inclusion of terms in those agreements that may
19 address desires of those customers to represent publicly or for internal purposes that the
20 customer obtains their energy or capacity from that resource. However, these arrangements

¹³ Rebuttal testimony of Dr. Carolyn A. Berry, page 46, lines 9 – 10.

¹⁴ Rebuttal testimony of Dr. Carolyn A. Berry, page 46, lines 15 – 16.

1 should not be permitted to modify the charges, rates, and conditions applicable to that
2 customer based on their metered consumption of energy at their interconnection.

3 **RESPONSE TO RENEW MISSOURI - SCHEDULE CER**

4 Q. Does Renew Missouri support Evergy's proposed Schedule CER?

5 A. Yes. In Renew Missouri witness Ms. Sentell's rebuttal testimony, she briefly
6 explains the reasons for Renew Missouri supporting Evergy's proposed Schedule CER.

7 Q. What reasons does Ms. Sentell give for supporting Schedule CER?

8 A. In Ms. Sentell's rebuttal testimony, she states:

9 Not only will CER help customers reach their own sustainability goals,
10 it will also help Evergy reach its sustainability goal of attaining net-zero
11 carbon emissions by 2045, aid in retirement of Evergy's coal plants,
12 and help cover the costs of adding said sustainable generation to
13 Evergy's grid. In Evergy's own words, their sustainability goals
14 "promote positive financial and environmental performance."
15 Increased clean energy choices will reduce greenhouse gas emissions
16 and thus improve conditions for better health of Missourians as well.¹⁵

17 Q. Did Ms. Sentell provide any workpapers or analysis with her rebuttal testimony
18 quantifying any of her statements?

19 A. No.

20 Q. How did Ms. Sentell substantiate her statements?

21 A. Ms. Sentell's rebuttal testimony on Schedule CER was on one page,
22 page 7, lines 4 – 16. She first gives a very brief overview of what Schedule CER is, then adds
23 the brief support mentioned above. Ms. Sentell provided a link to an Evergy investor
24 presentation, a link to an Evergy sustainability report, a link to a National Aeronautics and

¹⁵ Rebuttal testimony of Jessica Polk Sentell, PDF page 7, lines 10 – 16. Ms. Sentell's rebuttal testimony does not contain page numbers – reference here to page numbers is made to the pdf page count.

1 Space Administration (“NASA”) article on climate change, a link to an Environmental
2 Protection Agency (“EPA”) article on climate change, and a link to a National Center for
3 Biotechnology Information (“NCBI”) article on climate change.

4 Q. Above in the excerpt from Ms. Sentell’s rebuttal testimony, she states,
5 “[n]ot only will CER help customers reach their own sustainability goals, it will also... help
6 cover the costs of adding said sustainable generation to Evergy’s grid.” Did Ms. Sentell
7 state what she means by “help cover the costs of adding said sustainable generation to
8 Evergy’s grid?”

9 A. She did not in her rebuttal testimony. However, Staff sent DR 140 asking
10 in part:

11 In reference to subpart 1 above, if a CER customer terminates service
12 and cannot “cover the costs of adding said sustainable generation,”
13 does Ms. Polk have any concerns with the potential for non-CER
14 customers covering the costs of the clean energy resources requested
15 by the CER customer?

16 Ms. Sentell responded to DR 140 stating:

17 I do not have concerns regarding CER customers terminating service
18 and non-CER customers covering these costs as these terms should be
19 included in the CER customers’ contracts, which would be a standard
20 business practice. As with any business agreement, it would logically
21 be the case that such terms are included and agreed to before service
22 commences. Furthermore, it is explicitly stated in the CER Tariff that:
23 Should a Requesting Customer terminate its service at any point after
24 the Company has executed a Clean Energy Preferred Resource Plan
25 specific to the Requesting Customer and before the Cost Differential of
26 the Clean Energy Preferred Resource Plan (or allocated portion) has
27 been fully paid, the Requesting Customer shall be required to pay the
28 outstanding Cost Differential as a single payment, and shall be subject
29 to any additional terms and conditions set forth in a separate
30 commercial agreement...

1 Q. Should Ms. Sentell be concerned with non-CER customers covering costs of
2 the clean energy resources requested by the CER customer?

3 A. Yes, or at least have some concern. Staff sent Evergy DR 63 asking in part,
4 “[i]f the customer does not pay the outstanding cost differential, will other customers have to
5 bear the cost?” Evergy responded, “[i]t is difficult to say for certain given the range of
6 possible remedies, but under extreme conditions, it is plausible that the cost differential could
7 ultimately be recovered from other non-sponsoring customers.”

8 Q. Should the Commission be persuaded by Ms. Sentell’s rebuttal testimony in
9 regard to Schedule CER to approve Evergy’s proposed Schedule CER?

10 A. No. Ms. Sentell’s reliance on Evergy’s own words in an Evergy investor
11 presentation and sustainability report and certain climate change articles should not persuade
12 the Commission to approve a tariff that allows a customer to influence Evergy’s IRP (an IRP
13 process that is drastically changing, as discussed in the Staff Recommendation), especially
14 when things like costs and benefits (for both Schedule CER and non-Schedule CER
15 customers) are still in question. The Commission should not approve Evergy’s proposed
16 Schedule CER for all of the reasons contained in the Staff Recommendation and this
17 surrebuttal testimony.

18 Q. Does this conclude your surrebuttal testimony?

19 A. Yes it does.

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

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

AFFIDAVIT OF BRAD J. FORTSON

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

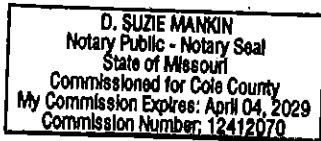
COMES NOW BRAD J. FORTSON and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Surrebuttal Testimony of Brad J. Fortson*; and that the same is true and correct according to his best knowledge and belief.


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 10th day of September 2025.




Notary Public