Exhibit No.:	
Issue(s):	*Customer Capacity Rider and Demand Response and Local Generation Rider*
Witness:	*Brodrick Niemeier*
Sponsoring Party:	*MoPSC Staff*
Type of Exhibit:	*Surrebuttal Testimony*
Case No.:	*EO-2025-0154*
Date Testimony Prepared:	*September 12, 2025*

MISSOURI PUBLIC SERVICE COMMISSION

INDUSTRY ANALYSIS DIVISION

ENGINEERING ANALYSIS DEPARTMENT

SURREBUTTAL TESTIMONY

OF

BRODRICK NIEMEIER

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

SURREBUTTAL TESTIMONY

OF

BRODRICK NIEMEIER

CASE NO. EO-2025-0154

Q. Please state your name and business address.

A. My name is Brodrick Niemeier and my business address is Missouri Public Service Commission, P.O. Box 360, Jefferson City, Missouri 65102.

Q. Are you the same Brodrick Niemeier who contributed to the Staff Recommendation filed July 25, 2025?

A. Yes.

Q. What is the purpose of your surrebuttal testimony?

A. The purpose of my testimony is to respond to Google witness Dr. Carolyn Berry's rebuttal testimony and Renew witness Jessica Polk Sentell's rebuttal testimony concerning the Customer Capacity Rider ("CCR"), as well as Ms. Sentell's rebuttal testimony concerning the Demand Response & Local Generation Rider ("DRLR").

CUSTOMER CAPACITY RIDER

Q. What is Dr. Berry's proposal regarding the CCR?

A. Dr. Berry, similar to Staff, recommended that the Commission not approve the CCR. Unlike Staff, she recommends "…the Commission require the Company to offer a tariff similar to NV Energy's Clean Transition Tariff ['NV CTT'] as a more comprehensive and

effective option than the proposed Optional Customer Capacity Rider ('CCR') and the Clean Energy Rider ('CER')."[1]

Q. Please explain the NV CTT.

A. The NV CTT is an energy tariff in Nevada that allows customers with "an average annual hourly load of five megawatts or more based on a consecutive twelve-month rolling average"[2] to request and purchase energy from a renewable facility procured by the utility specifically for that customer.[3] The specifics of each deal between the utility and customer are contained within an Energy Supply Agreement ("ESA")[4] that is reviewed by the Public Utility Commission of Nevada and "…filed within, or contemporaneously with, an Integrated Resource Plan or Integrated Resource Plan Amendment…"[5] Staff reviewed several ESAs associated with the NV CTT and each share some general similarities.[6] The customer pays an increased, but previously agreed upon rate for electricity. In exchange, the customer is given everything produced by that facility, including energy, capacity, and environmental attributes.[7] This can be somewhat thought of as licensing the facility from the utility, as the customer gets the benefits of the facility at a cost, but does not own the facility.

[1] Page 7, lines 2-5 of Google Witness Dr. Carolyn A. Berry's Rebuttal Testimony.
[2] PUCN Sheet No. 36Z(30) of NV Energy's Tariffs.
[3] The NV CTT was approved by the PUC of Nevada within the combined dockets 24-05022 and 24-05023.
[4] Not to be confused with Ameren's requested Electric Service Agreement within ET-2025-0184 or Staff's proposed Service Agreement within this case.
[5] From NV CTT Special Conditions 3.a.
[6] Staff found and reviewed the proposed ESAs in PUCN dockets 24-06011 and 24-06012, and the approved ESA within PUCN docket 24-06014.
[7] From the approved ESA within PUC of Nevada case 24-06014, "'Environmental Attributes' means any and all existing and future credits, benefits, emissions reductions, offsets, and allowances, attributable to the generation from the Generating Facility."

According to one ESA,[8] if the facility generates "excess energy,"[9] the utility will purchase that energy back at an agreed upon rate.

Q. Does Staff agree with Dr. Berry that the NV CTT is a replacement for the CCR?

A. No. The NV CTT is a tariff designed around providing large customers an option to purchase renewable energy from a specific resource owned by the host utility. This agreement is memorialized for each customer in the ESA. The proposed CCR is a rider designed around large customers selling capacity to Evergy with reductions in demand-related charges that would otherwise be applicable to large load customers. The NV CTT and CCR were designed to do two different things. Further, Google states in a data request response, "The [NV] CTT is not a replacement for Evergy's Customer Capacity Rider."[10]

Q. Does Staff support the NV CTT proposed by Dr. Berry?

A. No. Staff is concerned that the NV CTT would influence Evergy's resource planning, which Staff witness Brad Fortson discusses in his surrebuttal testimony concerning the CER and NV CTT.

Q. What is Jessica Polk Sentell's recommendation concerning the CCR?

A. Ms. Sentell recommends approval of the CCR, claiming that it will reduce demand stress on Evergy's system and that local generation can be used for the CCR.[11]

Q. What is "demand stress"?

A. Demand stress appears to be the term Ms. Sentell uses to refer to transmission congestion and possibly to selection of the capacity-carrying capability of transmission

[8] ESA approved within PUC of Nevada docket 24-06014.
[9] According to the ESA approved within PUC of Nevada case 24-06014, "'Excess Energy' is defined as energy generated by the Generating Facility minus the energy served to a Customer's Facilities."
[10] Google response to Staff Data Request 164, signed by Dr. Berry.
[11] PDF Page 6, lines 5-7 of Renew Witness Jessica Polk Sentell's Rebuttal Testimony. Ms. Sentell's rebuttal testimony does not contain page numbers – reference here to page number is made to the PDF page count.

infrastructure to mitigate transmission congestion. In a simple illustrative example, if a customer turns on a light bulb in a house near an active generator, very little congestion is caused when compared to the same light bulb being turned on if it were hundreds of miles away from the nearest active generator. In the second scenario, there is more exposure to potential transmission outages and issues. Additionally, turning on a clothes dryer, or operating a 1,000 MW data center, will create more transmission congestion than turning on a light bulb.

Q. Does Staff agree with Ms. Sentell that the CCR will reduce demand stress on Evergy's system?

A. No. Ms. Sentell has done no quantitative analysis to confirm that the CCR will reduce demand stress on Evergy's system.[12] Staff's concerns with the CCR include the fact that the CCR does not include provisions that will reduce congestion or reduce the capacity-carrying capabilities of transmission infrastructure at the times that matter for reliability purposes, as discussed by J Luebbert in his surrebuttal testimony. Specifically, given the potential geographic differences between load and generation under the CCR, Staff cannot expect the CCR to reduce the expense of infrastructure connecting load to generation, to reduce congestion, or to otherwise reduce "demand stress." In fact, geographic differences between load and generation allowed under the CCR are likely to increase "demand stress" given Staff's observed experience with the transmission system buildouts to integrate significant wind generation. For any program which may be considered that would be similar to the CCR, without knowing where the customer and generator are and optimizing the existing available transmission infrastructure, there is no way to know if the generator will lower demand stress or not. Evergy has not indicated how contracted capacity from the CCR

[12] Renew Response to Staff Data Request 149.

would be incorporated into its resource planning, thus the CCR's effects cannot be anticipated, and Evergy's resource planning does not explicitly address transmission congestion or planning in that it has routinely sought and received waivers of related planning requirements before the Commission. Staff is concerned with the ambiguity within this rider, especially since it is still unclear how much of a review process the Commission would have if the rider were approved. Ms. Sentell's support for the CCR as a means to alleviate "demand stress," should be disregarded as unsubstantiated, and contrary to observed experiences.

Q. Is Ms. Sentell correct in her assumption that local generation may be provided by large load customers through the CCR?

A. No. According to the current proposed language of the CCR, the generation included cannot be behind the meter,[13] and the only other location-related requirement is that it is deliverable to the appropriate Evergy load node.[14] There are no other requirements within the CCR for where the generation is located. In theory, the generation could be located essentially anywhere connected to the North American transmission grid, even outside of the Southwest Power Pool ("SPP").

Q. Why is the location of the generator a concern?

A. While the LLPS customer is required to pay transmission costs, these costs could be included in the negotiated capacity price and passed back to Evergy and eventually other customers, as there is currently no review process for these contracts. If the Commission approves Evergy's proposals as they are, only Evergy and the customer explicitly have a say in

[13] From Page 78 of Schedule BDL-1, Evergy's proposed CCR, Paragraph 2 under Program Provisions.
[14] A load node is the point of interconnection of a load responsible entity with the bulk transmission system.

where generators included under the CCR will be located and the price at which capacity will be purchased.

Q. Does the CCR explain how the transmission deliverability cost will be presented in the contract?

A. No. The CCR simply states that the customer will be responsible for the transmission deliverability cost, as determined by SPP. It does not state if the cost will include basis, or if it will simply be a cost per kilowatt of capacity. If basis is not included in the transmission deliverability cost, there are still differences in energy value that can occur beyond just the transmission deliverability cost.

Q. Did Ms. Sentell or Dr. Berry raise anything in rebuttal testimony that swayed Staff from the recommendation to reject the proposed CCR provided in Staff's Rebuttal Report?

A. No. Renew witness Ms. Sentell did not make any recommendations that would address Staff's concerns with the proposed CCR, and Google witness Dr. Berry's recommendation does not aid Evergy in acquiring capacity from customer controlled generation. Staff is not opposed to Evergy pursuing prudent bilateral capacity contracts or energy purchase agreements with its large load customers, as these are reviewed by the Commission and Evergy can currently enter into them without any additional tariffs or riders. Further, Staff is not opposed to inclusion of terms in those agreements that may address desires of those customers to represent publicly or for internal purposes that the customer obtains their energy or capacity from that resource. However, these arrangements should not be permitted to modify the charges, rates, and conditions applicable to that customer based on their metered consumption of energy at their interconnection.

DEMAND RESPONSE & LOCAL GENERATION RIDER

Q. What is Ms. Sentell's recommendation concerning the DRLR?

A. Ms. Sentell expresses Renew's support for the DRLR rider, stating "[i]n many instances, local generation is also a renewable form of generation (solar, solar with battery storage, etc.), which we are, again, generally in support of."[15] She also states that demand response reduces stress on the grid and lowers energy costs while encouraging energy efficiency.[16]

Q. What analysis did Ms. Sentell do of the DRLR?

A. Ms. Sentell has not performed a quantitative analysis of the DRLR.[17] Without this analysis, she cannot confirm that the DRLR will actually reduce stress on the grid or lower energy costs, which is also discussed in Staff witness J Luebbert's surrebuttal testimony. Additionally, Ms. Sentell has not noted the missing tariff language concerning safety, emergency situations, and equipment costs, which would help protect all customers as well as members of the public both physically and financially. Instead, she states "This is general support for the specifically discussed riders, based on Renew Missouri's experiences in energy efficiency, distributed generation/behind the meter generation, and customers with sustainability and climate goals."[18]

Q. Do you agree with Ms. Sentell's statement that "[i]n many instances, local generation is also a renewable form of generation…"[19] within the context of the DRLR?

[15] Renew Witness Jessica Polk Sentell's Rebuttal Testimony, Page 7, lines 1 through 3.
[16] Renew witness Jessica Polk Sentell' Rebuttal Testimony, Page 6, lines 18 through 21.
[17] Renew Response to Staff Data Request 148.
[18] Renew Response to Staff Data Request 148.
[19] Renew Witness Jessica Polk Sentell's Rebuttal Testimony, Page 6, lines 6-7.

A. No. The DRLR was designed to incentivize large customers to reduce their load when Evergy called a "Curtailment Event", [20] either by curtailing their demand or using local generation. Many renewables, such as solar as mentioned by Sentell, have some level of unpredictability in their generation, and at night solar cannot generate. This level of unpredictability, combined with the inability of solar to generate energy at night, makes it a poor choice for any customer wanting to participate in the DRLR using local generation. Evergy might call a Curtailment Event when it is cloudy at the customer's location, or they might call an event during the night. While it is possible to use both battery and solar to reliably reduce participant load during a Curtailment Event, solar is not the only possible energy source for batteries.

Q. How would solar or another non-dispatchable resource be treated by the DRLR?

A. Ultimately, the DRLR is too vague to make any determination on how Evergy would handle a non-dispatchable resource such as solar. However, if Evergy did allow a non-dispatchable resource to be enrolled in the DRLR, Evergy could not rely on the customer curtailing their demand by using the non-dispatchable resource's generation alone. It would defeat the purpose of the DRLR, which is to encourage a reduction of customer demand when Evergy requests it.

Q. Is it your understanding that Evergy would size transmission infrastructure to carry the full load of the LLPS customer, or that Evergy could reduce the infrastructure needed to the net load under the DRLR?

[20] Per Evergy's proposed tariff, a Curtailment Event is defined as a "Period when the Company determines the need for Participants to reduce energy consumption during peak and constrained grid conditions."

A. It is my understanding that Evergy's transmission infrastructure would be sized to the full LLPS customer's load.

Q. Has Evergy proposed that an LLPS customer participating in the DRLR would be curtailed on peak days to reduce the applicable EMW or EMM system peak?

A. I have not seen such a proposal.

Q. Does Ms. Sentell address these issues?

A. She does not. While she asserts that the DRLR will reduce "demand stress," there is nothing in the Evergy proposal that would cause reductions in demand, congestion, or transmission infrastructure requirements for purposes of infrastructure sizing or resource adequacy requirements. Additional details concerning resource adequacy requirements is provided by J Luebbert in his surrebuttal testimony.

Q. Has Staff changed its recommendation of denying approval for the DRLR?

A. No. Renew witness Ms. Sentell did not make any recommendations that would address Staff's concerns with the DRLR.

Q. Does Staff's Alternate Tariff approach include provisions to enable qualifying LLPS customers to operate behind the meter generation without passing risk to captive ratepayers?

A. Yes. This proposal is discussed by Staff witness Sarah Lange.

Q. Does this conclude your surrebuttal testimony?

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

AFFIDAVIT OF BRODRICK NIEMEIER

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW BRODRICK NIEMEIER and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Surrebuttal Testimony of Brodrick Niemeier*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

Brodrick Niemeier
BRODRICK NIEMEIER

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 8th day of September 2025.

D. SUZIE MANKIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: April 04, 2029
Commission Number: 12412070

D Suzie Mankin
Notary Public