

**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) File No. EO-2025-0154
 West for Approval of New and Modified Tariffs for)
 Service to Large Load Customers)

DATA CENTER COALITION'S STATEMENT OF POSITIONS

COMES NOW, the Data Center Coalition (“DCC”) and pursuant to the Missouri Public Service Commission’s (“Commission”) May 13, 2025 *Order Setting Procedural Schedule*,¹ respectfully submits its Statement of Positions regarding the *Application of Evergy Metro Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West* (collectively, “Evergy”) *for Approval of New and Modified Tariffs for Service to Large Load Customers*. Given the breadth of proposals put forward in this proceeding, the following Statement of Positions is limited in scope to issues for which DCC has submitted pre-filed testimony. DCC reserves the right to take a final position on any issue listed herein based on parties’ pre-filed testimony and the evidence presented at hearing.

A. Should the Commission adopt Evergy's or Staff's conceptual tariff, rate structure, and pricing in order to comply with Mo. Rev. Stat. Section 393.130.7?

DCC Position: In light of Evergy’s substantial load growth driven by large customer demand, the Commission should adopt reasonable and balanced policies that protect against potential cost impacts while providing opportunities for growth of these important industries in Missouri. At a very high level, Evergy’s proposed Large Load Power Service (“LLPS”) rate plan is a reasonable framework, which includes a combination of long-term contracts with minimum

¹ Missouri Public Service Commission (“PSC”) Docket No. EO-2025-0154, *Order Setting Procedural Schedule* (May 13, 2025).

demand charges.² DCC supports adoption of Evergy’s proposed initial LLPS rate design,³ and supports Evergy’s initial monthly pricing proposals, with the exception of the System Support Rider (“SSR”).⁴

At the same time, the Commission should adopt several modifications to Evergy’s proposal to ensure that terms are reasonable and do not depress large load development. In particular, the Commission should:

- Adopt a ten-year contract term, *plus* a load ramp of up to five years (discussed in Issue F below);⁵
- Implement a minimum billing demand of 70% of contract capacity, which properly accounts for Evergy’s Southwest Power Pool (“SPP”) Integrated Marketplace participation and aligns with recent proposals of similarly situated utilities;⁶
- Find that a reduction in contract capacity up to 20% without penalty with three-years’ notice is reasonable, as this term aligns with the approach taken by other utilities nationwide and offers customers a more reasonable degree of flexibility to account for unforeseen factors that may impact their capacity requirements. Further, with three-years’ notice, the customer seeking capacity reduction should not be required to wait five years to effectuate the reduction;⁷
- To the extent a customer pays the capacity reduction fee, but Evergy subsequently reassigns the capacity or mitigates the associated costs, the Commission should find that customers

² Missouri PSC Docket No. EO-2025-0154, *Rebuttal Testimony of Kevin C. Higgins on Behalf of the Data Center Coalition*, p. 8:5-6 (Jul. 25, 2025).

³ *Id.* at 8:11-12.

⁴ *Id.* at 9:7-9.

⁵ *See id.* at 9-10.

⁶ *Id.* at 11-12 (explaining that Virginia Electric and Power Company (“Dominion”) recently proposed a 60% minimum billing demand for large load, while Ameren Missouri recently proposed a 70% minimum billing demand in its application before the Missouri PSC).

⁷ *Id.* at 12-13.

are eligible for a refund corresponding to the amount of costs ultimately mitigated. The period for measuring the capacity reduction fee minimum charges should be capped at five years, following the three-year notice period. Further, for any month in which a customer paid demand charges in excess of its minimum billing demand, the Commission should order Evergy to credit that excess against the remaining revenue obligation in calculating the capacity reduction charge. Finally, Evergy's LLPS tariff should allow for negotiation of capacity reduction or exit fee terms;⁸

- Reject the SSR in its entirety (discussed in Issue S below);⁹ and
- Implement several modifications to Evergy's collateral proposal to achieve a more reasonable and balanced outcome (discussed in Issue G below).¹⁰

B. Can the Commission establish terms and conditions to exclude otherwise eligible customers from receiving EDR discounts?

DCC Position: DCC does not object to the goal of not allowing economic development rate discounts for Schedule LLPS customers.¹¹ However, DCC does not support the SSR as a means to accomplish this goal.¹² A simple ban on such discounts for LLPS customers would achieve the desired outcome in a more efficient and straightforward manner.¹³ DCC's opposition to the SSR is discussed in more depth in Issue S below.

⁸ *Id.* at 13-14.

⁹ *See id.* at 3:31-35 – 4:1-9.

¹⁰ *See generally* Missouri PSC Docket No. EO-2025-0154, *Rebuttal Testimony of Shana Ramirez on Behalf of the Data Center Coalition* (Jul. 25, 2025).

¹¹ Higgins Rebuttal at 15:4-5.

¹² *Id.* at 15:6-9.

¹³ *Id.* at 15:9-10.

C. What should be the threshold demand load in megawatts (“MW”)/criteria for a LLPS customer to receive service under a Commission approved LLPS tariff?

a. To the extent the threshold captures existing customers, should a grandfathering provision for such customer be adopted?

DCC Position: DCC has not offered testimony on the specific threshold appropriate for LLPS service, but reserves the right to base a final position on parties’ pre-filed testimony and the evidence presented at hearing.

Notwithstanding, a clear advantage of Evergy’s proposed 100 MW threshold is that it is comfortably above the load size of any current customer.¹⁴ In contrast, Staff’s proposed 25 MW threshold is on the low end of thresholds that have been proposed across the country in recent months and highlights the need to develop a reasonable approach to “grandfathering” existing customers.¹⁵ Regardless of the threshold the Commission ultimately adopts, it should order that any changes in contract terms approved in this case for LLPS customers, including the length of contract, minimum billing demands, capacity reduction charges, exit fees, and enhanced collateral, would not apply to electric service agreements (“ESAs”) that went into effect on or before January 1, 2025.¹⁶ This approach is reasonable to ensure that existing customers that entered into ESAs in good faith are not subject to dramatic changes to the terms and conditions of service after the execution of service agreements.¹⁷

D. What other existing programs and riders should or should not be available to LLPS customers, if any?

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

¹⁴ Higgins Surrebuttal at 14:10-12.

¹⁵ *Id.* at 14:9-15.

¹⁶ *Id.* at 15:1-5.

¹⁷ *Id.* at 14:17-21 – 15:1-5.

E. Should the LLPS customer bear reasonability for its interconnection and related non-FERC transmission infrastructure costs?

a. How should such interconnection and related non-FERC transmission infrastructure costs be accounted for or tracked, if at all?

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

F. What minimum term of service should be required for a LLPS customer to receive service under the Commission approved LLPS tariffs?

DCC Position: The Commission should slightly modify Evergy's proposed contract term. Whereas Evergy proposes a 15-year contract term *including* a load ramp of up to five years, a more reasonable approach is to structure the contract term as 10 years, *plus* the load ramp of up to five years.¹⁸ This recommendation preserves a strong assurance of cost recovery when combined with a minimum billing demand of 70% that is supported by reasonable collateral, but places all customers on equal footing by establishing a uniform contract term irrespective of load ramp duration.¹⁹ Under this approach, an LLPS customer with a load ramp of five years would be subject to the same 15-year contract term as proposed by Evergy.²⁰

G. What collateral or other security requirements should be required for a LLPS customer to receive service under the Commission approved LLPS tariffs?

DCC Position: The Commission should adopt several modifications to Evergy's proposed collateral terms to better align with actual financial risk, reflect established regulatory principles, and to support large load development in Missouri. Specifically, the Commission should:

- Adopt Evergy's proposed collateral amount of two years of minimum monthly bills, starting at ESA execution, which is a common benchmark across the industry.

However, the Commission should modify Evergy's proposal to allow the collateral

¹⁸ Higgins Rebuttal at 9:17-21.

¹⁹ *Id.* at 10:2-5; Higgins Surrebuttal at 17:12-14.

²⁰ Higgins Rebuttal at 10:4-5.

amount to ramp with investment. Specifically, Evergy should require 10% of the collateral amount at ESA execution, and the collateral amount should subsequently ramp up linearly with interconnection investments to reach full collateral at energization. The collateral amount should remain through the load ramp, then should decline in 10% increments over the contract term;²¹

- Adopt Evergy's proposal with regard to full collateral exemptions;²²
- Modify Evergy's proposed 50% collateral exemption to provide for such a reduction if the customer or customer's guarantor holds liquidity of at least five times the required collateral amount with no maximum threshold;²³
- Provide for a thirty percent collateral exemption if:²⁴
 - The customer or customer's guarantor maintains liquidity equal to at least two times the required collateral amount with no maximum threshold; or
 - The customer provides a signed lease for the full ESA term and demonstrates that more than 50% of the facility's capacity is contracted to a qualified tenant. The tenant must have an investment grade credit rating of at least BBB from S&P or Baa3 from Moody's, not be on credit watch, and maintain liquidity equal to at least two times the required collateral amount with no maximum threshold;
- Require Evergy to accept additional forms of collateral, such as short/medium term deposits, debt service reserve accounts that provide interest, bespoke insurance

²¹ Ramirez Rebuttal at Table 1, 29:3-23 – 30:1-5.

²² *Id.* at Table 1, 30:8-11.

²³ *Id.* at Table 1, 30:12-18.

²⁴ *Id.* at Table 1, 31:1-11.

products, or a guarantee from a parent, affiliate, tenant, or other entity with a financial interest in the customer;²⁵

- Find that collateral posted in the form of cash should accrue interest while held by Evergy, and that accrued interest should be returned to the customer on a quarterly basis;²⁶
- Allow for Evergy and LLPS customers to enter into bilateral agreements outlining alternative financial assurances or other structural terms;²⁷
- Require Evergy to exhaust all collection remedies prior to drawing down collateral in the event of default;²⁸ and
- In the event Evergy draws on posted collateral, require Evergy to use proceeds to offset costs for remaining ratepayers to ensure the financial security serves its intended purpose.²⁹

H. What termination fee (exit fee) provision should a LLPS customer be subject to under the Commission approved LLPS tariffs?

DCC Position: This issue is largely indistinguishable from Evergy's proposed capacity reduction terms. For DCC's position on Evergy's proposed approach to capacity reduction and exit fees, please see the discussion under Issue A above.

In addition, the Commission should reject Staff's exit fee proposal. Staff proposes that if an LLPS customer's monthly kWh load is 50% or less of its updated contract load for three consecutive months, it would trigger an exit charge for the remainder of the customer's contract

²⁵ *Id.* at Table 1, 31:20-23 – 23:1.

²⁶ *Id.* at Table 1, 32:7-11.

²⁷ *Id.* at 31:13-19.

²⁸ *Id.* at 32:18-19.

²⁹ *Id.* at 32:20-22.

term.³⁰ This recommendation is unnecessarily severe, as a reasonable minimum demand charge would ensure that the customer continues to contribute substantially to fixed cost recovery.³¹

I. Should any limit be placed on Evergy concerning the amount of LLPS load that it may serve?

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

J. Should the Commission approve Evergy’s “Path to Power” approach?
a. What components of the proposed “Path to Power,” if any, should be included in the Commission’s approved tariff sheets?

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

K. Are changes needed for the Emergency Energy Conservation Plan tariff sheet and related tariff sheets to accommodate LLPS customers?

DCC Position: DCC did not provide testimony on specific modifications to Evergy’s Emergency Energy Conservation Plan tariff, but reserves the right to take a position on this issue based on parties’ pre-filed testimony and evidence presented at hearing.

With regard to parties’ curtailment recommendations more generally, the Commission should reject the Office of Public Counsel’s recommendation that Schedule LLPS customers be subject to “mandatory emergency curtailments as needed.”³² While there may be instances that necessitate load shedding to preserve safe and stable operations of the grid, it is not appropriate to selectively “draft” an industry, such as data centers, to serve as the first line of defense when mandatory curtailments are required.³³ This recommendation is unduly discriminatory and could result in unintended consequences for the critical industries that rely on data centers for real time

³⁰ Higgins Surrebuttal at 13:15-19.

³¹ *Id.* at 13:19-21 – 14:1-3.

³² *Id.* at 18:13-21 – 19:1-5.

³³ *Id.* at 18:15-21.

services.³⁴ Instead, DCC supports Evergy's development of voluntary programs to encourage demand response participation from large load customers.³⁵

L. What studies should be required for customers to take service under the LLPS tariff?

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

M. Should a form customer service agreement be included in the Commission approved LLPS tariffs resulting from this case?

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

N. Should Evergy be required to disclose information about prospective customers?

- a. If so, what review should the Commission have of prospective customers and terms applicable to specific customers?
- b. In what case should said review occur?

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

O. Should LLPS customers be included in the FAC?

- a. What, if any, changes should be made to Evergy's existing FAC tariff sheet?
- b. When/in what case should these changes be made?
- c. What if any FAC related costs should the Commission order tracked?

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

³⁴ *Id.* at 18:20-21 – 19:1-3.

³⁵ *Id.* at 19:4-5.

- P. Should LLPS customers be registered with a separate SPP commercial pricing node (subject to SPP support) or alternatively should Evergy be required to provide the Staff-recommended data (Appendix 2, Schedule 2) node?**

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

- Q. Should LLPS customers be a subclass of Evergy's Large Power Service or be a stand-alone class?**

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

- R. What treatment is needed to address revenues from LLPS customers occurring between general rate cases?**

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

- S. Should the Commission approve the Evergy SSR or take other steps to address cost impacts to non-LLPS customers?**

DCC Position: The Commission should reject the SSR in its entirety. Evergy's proposed SSR is comprised of two components: the cost recovery component and the acceleration component.³⁶ The cost recovery component is intended to eliminate any discount a Schedule LLPS customer might otherwise receive as a result of an economic development incentive, while the acceleration component is intended to add an additional demand charge to LLPS rates to amount for presumed "acceleration" of costs incurred to serve new LLPS customers.³⁷ Ultimately, both components are fundamentally flawed and should not be adopted by the Commission in this proceeding.

³⁶ See Higgins Rebuttal at 14:17-22 – 15:1-2.

³⁷ *Id.* at 14:18-22 – 15:1-2.

As stated above, DCC does not oppose the ultimate goal of the cost recovery component – *i.e.*, to not allow economic development rate discounts for Schedule LLPS customers. However, the confusing tariff language comprising the cost recovery component of the SSR is a convoluted means by which to achieve this goal as compared to a straightforward ban on such discounts for LLPS customers.³⁸

The acceleration component calculation is an entirely novel concept that is both conceptually and analytically flawed. From a conceptual perspective, Evergy mischaracterizes the revenue requirement impacts of load growth as “acceleration” of resources. In reality, incremental load results in incremental resources, rather than “accelerated resources.”³⁹ Moreover, the acceleration component is admittedly abstract in that revenues will be collected from LLPS customers, with no specific costs to be recovered.⁴⁰ This proposal deviates significantly from the typical process to determine the allocation of cost responsibilities after a change in Evergy’s resource portfolio, which would occur in a general rate case proceeding.⁴¹

Further, there are two key analytical deficiencies underlying Evergy’s calculation of the acceleration component. First, Evergy fails to consider that the capital and operating costs of a facility that comes into service in ten years will likely be more expensive than the same plant constructed today.⁴² In assuming that future capital and operating costs would be the same as costs today, Evergy creates an upward bias in the proposed SSR charge.⁴³ Second, and more critically, Evergy’s calculation does not account for the revenues that would be provided by new LLPS

³⁸ *Id.* at 15:4-10.

³⁹ *Id.* at 17:15-16, 17:23 – 18:1.

⁴⁰ *Id.* at 18:5-9 (citing Lutz Direct at 33 “Schedule SR is not a cost recovery rider. There is no total amount that needs to be recovered”).

⁴¹ *Id.* at 18:17-19.

⁴² *Id.* at 19:14-17.

⁴³ *Id.* at 19:20-21.

load.⁴⁴ These revenues would benefit non-LLPS customers through contributions to existing fixed production costs – in other words, LLPS customers will contribute to recovering the base revenue requirement associated with Evergy’s current fleet, aside from the accelerated resource.⁴⁵ In ignoring these revenues, Evergy’s acceleration component calculation is unreasonably one-sided and should not be used to set rates.⁴⁶

- T. Should the proposed additional riders, be authorized by the Commission at this time**
- a. The Customer Capacity Rider?**
 - b. The Demand Response & Local Generation Rider?**
 - c. The Renewable Energy Program Rider?**
 - d. The Green Solution Connections Rider?**
 - e. The Alternative Energy Credits Rider?**
 - f. The Clean Energy Choice Rider?**

DCC Position: DCC generally supports adoption of the Customer Capacity Rider (“CCR”) and the Demand Response and Local Generation Rider (“DRLR”).⁴⁷ DCC did not provide testimony on either the specific terms of the proposed Riders CCR and DRLR, or on the remaining riders listed above, but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

- U. Should the Commission order a community benefits program as described in the testimony of Dr. Geoff Marke?**

DCC Position: DCC did not provide testimony on this issue but reserves the right to base a final position on pre-filed testimony and the evidence presented at hearing.

WHEREFORE, DCC respectfully submits this *Statement of Positions* for the Commission’s information and consideration.

⁴⁴ *Id.* at 20:3-5.

⁴⁵ *Id.* at 20:15-18.

⁴⁶ *Id.* at 21:12-15.

⁴⁷ *Id.* at 8:7-9.

Respectfully submitted,

By: /s/ Alissa Greenwald

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**ATTORNEYS FOR THE DATA CENTER
COALITION**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served upon all counsel of record by email, this September 22nd, 2025.

/s/Alissa Greenwald

Alissa Greenwald