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	)))))	File No. EO-2025-0154

EVERGY MISSOURI METRO'S AND EVERGY MISSOURI WEST'S MOTION FOR LEAVE TO FILE TESTIMONY IN SUPPORT OF SETTLEMENT

COMES NOW, Evergy Metro, Inc. d/b/a Evergy Missouri Metro ("Evergy Missouri Metro" or "EMM") and Evergy Missouri West, Inc. d/b/a Evergy Missouri West ("Evergy Missouri West" or "EMW") (collectively "Evergy" or the "Company") and, for their *Motion for Leave to File Testimony in Support of Settlement* ("Motion")*,* state as follows:

1. On September 25, 2025, various parties[1] ("Parties") filed a *Non-Unanimous Global Stipulation And Agreement* ("Stipulation and Agreement") which, if approved by the Commission, would resolve all contested issues between the Parties to the Agreement.

2. Also, on September 25, 2025, Parties filed a *Joint Motion For A One-Day Delay in the Commencement of Evidentiary Hearings* ("Motion"), which was granted by the Missouri Public Service Commission's ("Commission") *Order* issued on September 26, 2025.

3. In order to aid the Commission's understanding of the Stipulation and Agreement, including an explanation of how the Stipulation and Agreement differs from the Company's original filed position, the Company requests leave to file testimony in support of the Stipulation and Agreement ("Supporting Testimony"). Specifically, the Company is submitting the

[1] Evergy, Union Electric Company d/b/a Ameren Missouri, Google LLC, Velvet Tech Services, LLC, Nucor Steel Sedalia, LLC, the Data Center Coalition, Sierra Club, and Renew Missouri Advocates d/b/a Renew Missouri are signatories to the Agreement; The Empire Electric Company d/b/a Liberty does not object to the Agreement.

Supporting Testimony of Company witness Kevin Gunn, attached hereto as **Exhibit A** to this Motion, for which it seeks leave to file into the record *via* this motion.

4. The Supporting Testimony attached in Exhibit A does not address, discuss, or opine on the testimony of any other party and is merely intended to (1) provide an overview of the Stipulation and Agreement, and (2) reflect the key differences between the Company's filed testimony and the Stipulation and Agreement. The Company maintains that no delay in the hearing is necessary should this motion be granted.

WHEREFORE, Evergy respectfully requests the Commission issue an order granting this motion and granting the Company leave to file the Supporting Testimony into the record.

Respectfully submitted,

/s/ Roger W. Steiner

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was served upon counsel for all parties on this 29th day of September 2025, by EFIS filing and notification, and/or e-mail.

/s/ Roger W. Steiner

Roger W. Steiner

Exhibit No.:	
Issue:	Stipulation and Agreement
Witness:	Kevin D. Gunn
Type of Exhibit:	Testimony in Support of Stipulation and Agreement
Sponsoring Party:	Evergy Missouri Metro & Evergy Missouri West
Case No.:	EO-2025-0154
Date Testimony Prepared:	September 29, 2025

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: EO-2025-0154

TESTIMONY IN SUPPORT OF STIPULATION AND AGREEMENT

OF

KEVIN D. GUNN

ON BEHALF OF

EVERGY MISSOURI METRO AND EVERGY MISSOURI WEST

Kansas City, Missouri
September 2025

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I. INTRODUCTION AND PURPOSE OF TESTIMONY

Q. Please state your name and business address.

A. My name is Kevin D. Gunn, and my business address is 1200 Main Street, Kansas City, Missouri 64105.

Q. Are you the same Kevin D. Gunn who filed Direct testimony in this docket?

A. Yes, I am.

Q. By whom are you employed and in what position?

A. I am employed by Evergy Metro, Inc. and serve as Vice President – Regulatory and Government Affairs for Evergy Metro, Inc. d/b/a as Evergy Missouri Metro ("Evergy Missouri Metro" or "EMM"), Evergy Missouri West, Inc. d/b/a Evergy Missouri West ("Evergy Missouri West" or "EMW"), Evergy Metro, Inc. d/b/a Evergy Kansas Metro ("Evergy Kansas Metro"), and Evergy Kansas Central, Inc. and Evergy South, Inc., collectively d/b/a as Evergy Kansas Central ("Evergy Kansas Central") the operating utilities of Evergy, Inc. ("Evergy").

Q. On whose behalf are you testifying in this proceeding?

A. I am testifying on behalf of EMM and EMW (collectively "Evergy Missouri" or the "Company").

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to support the Non-Unanimous Global Stipulation and Agreement ("Stipulation and Agreement") filed in this docket on September 25, 2025, and to explain why the Stipulation and Agreement should be approved by the Missouri Public Service Commission ("Commission" or "MPSC"). Specifically, I explain how the

Stipulation and Agreement is supported by a diverse range of interests, results in just and reasonable rates, and why the Stipulation and Agreement is reasonable, in the public interest, and should be approved in full and without modification.

In summary: the Company's Large Load Power Service ("LLPS") Rate Plan, as modified by the Stipulation and Agreement, appropriately balances both the risks and benefits presented by new large load customers. Among other things, the Stipulation and Agreement establishes reasonable protections and safeguards for the Company's existing customers, ensures that new large load customers will pay their share of system costs associated with serving new large loads, and provides a competitive rate program that will help drive economic development in Missouri. Notably, the Stipulation and Agreement is supported by a diverse range of stakeholders who collectively bring forward multiple viewpoints and perspectives, all of which are reflected in the negotiated Stipulation and Agreement. In other words, the Stipulation and Agreement strikes a delicate and reasonable balance between establishing parameters that will actually attract large load customers to Missouri, meanwhile protecting existing customers from undue risk.

Q. How is the remainder of your testimony organized?

A. The remainder of my testimony is organized as follows:

- Section II: In this section, I provide a short background and overview of Company's Application
- Section III: In this section, I provide an overview of the Stipulation and Agreement terms and conditions
- Section IV: In this section, I explain why the Stipulation and Agreement is reasonable, in the public interest, and should be approved in full and without modification by the Commission

II. BACKGROUND AND OVERVIEW OF APPLICATION

Q. What did the Company request in its initial application?

A. The Company filed its application on February 14, 2025, seeking approval of a new tariffed offering specifically tailored to serving customers with substantially greater demand for electricity than other customers. See Evergy's Application for Approval of Large Load Service Rate Plan and Associated Tariffs (Feb. 14, 2025). The LLPS Rate Plan builds on the Company's existing rate structures for commercial and industrial customers, but is enhanced to accommodate large load customers. Key among the features of the LLPS Rate Plan is a new rate offering, Schedule LLPS, which sets forth the specific terms for service to large load customers. The LLPS Rate Plan also includes a selection of new and existing tariffed offerings that will address the unique needs of large customers while protecting existing customers and non-participants. Another key feature of the LLPS Rate Plan is the "Path to Power," which reflects strategic updates to the Company's queue process that will enable more transparent and efficient interconnection for new customers over twenty-five megawatts (25 MW).

Q. Please provide a high-level overview of some of the key commercial principles included in the Company's proposed Schedule LLPS tariff filed with its Direct Case.

A. The Company's proposed Schedule LLPS tariff filed with our Direct Case included a number of commercial principles that respond to the unique risks and circumstances presented by large load customers, including:

(1) A minimum load threshold to qualify as a large load;

(2) A minimum service contract term;

(3) Minimum demand charges and a minimum monthly bill;

(4) Creditworthiness and collateral requirements;

(5) Permissible capacity reductions in limited cases without a fee; and,

(6) Fees for substantial capacity reductions or early termination of the service agreement.

The Company also included provisions in its LLPS Rate Plan to ensure that large load customers pay the costs of dedicated facilities needed to serve them, without shifting dedicated facility costs to other customers. Many, if not all, of these principles align with nationally emerging large load tariff design trends.

Q. What other requests did the Company include in its application?

A. In addition to the Schedule LLPS tariff, the Company included a number of other proposals designed to support implementation of the LLPS Rate Plan, including several new and updated optional clean energy riders, revisions to existing tariffs, and updates to the Company's General Rules and Regulations to reflect adoption of the LLPS Rate Plan. <u>See</u> B. Lutz Direct at 29-59.

Q. What sort of due diligence and engagement did the Company conduct to inform its proposals in this proceeding?

A. As Company witness Mr. Jeff Martin explained in his Direct Testimony (as adopted by Jason Klindt), given the significant volume and demands of today's large load customers, the Company realized that it would need to create a unique but more uniform program that would: (1) streamline the interconnection process, (2) promote equity and transparency through long-term commitments and creditworthiness requirements for new large load customers, and (3) provide flexibility and optionality in terms of additional clean and renewable energy offerings available to these customers. See J. Martin Direct at 3-5. Not only did we conduct significant stakeholder engagement with large load customers themselves (in addition to other stakeholders and interested parties), but we also retained a third-party consultant to assist us with evaluating the nature of the large load marketplace, while identifying best practices. It was through this engagement that we were able to craft a program that carefully balances the need to protect non-large load customers from undue harm, while still being able to attract large load customers to Missouri. In other words, it was important and remains important to us that we establish a tariff that customers will actually enroll in.

Q. Did the Company also take into account Missouri legislative and policy considerations in developing its LLPS Rate Plan?

A. Yes. As Mr. Martin explained in his Direct Testimony, Governor Kehoe has indicated that economic development is a key policy that will remain a focal point of his administration. Other state efforts and announcements have reaffirmed the state's interest in attracting new jobs and investment to the state. See Jeff Martin Direct at 12. Electricity is in many ways the backbone of the state's economy, and particularly today given the high energy demands of the rapidly growing tech, AI, and advanced manufacturing business industries. Having a tariffed program that companies will enroll in is essential to promoting economic growth in the state.

Q. Which intervenors filed testimony in this proceeding?

A. Union Electric Company d/b/a Ameren Missouri ("Ameren"), Google LLC ("Google"), the Data Center Coalition ("DCC"), Renew Missouri Advocates d/b/a Renew Missouri

("Renew Missouri"), the Office of the Public Counsel ("OPC"), and staff of the MPSC ("MPSC Staff") all filed Rebuttal Testimony. DCC, OPC, MPSC Staff, Google, Ameren, and Evergy Missouri filed Surrebuttal Testimony.

Q. When did the Company initiate settlement discussions?

A. We initiated settlement discussions in earnest after Rebuttal testimony was filed and engaged through the course of multiple settlement discussions. All parties had an opportunity to participate in settlement discussions either directly with the Company or with the broad group of intervenors at various points.

III. <u>OVERVIEW OF THE STIPULATION AND AGREEMENT TERMS</u>

Q. Does the Stipulation and Agreement reflect a global settlement in this case?

A. Yes. The Stipulation and Agreement reflects a global settlement of the issues of this case as between the signatories thereto, including Ameren, Google, DCC, Renew Missouri, Velvet Tech Services, LLC ("Velvet"), Nucor Steel Sedalia, LLC ("Nucor"), the Sierra Club ("Sierra Club"), and the Empire Electric Company d/b/a Liberty ("Liberty") (collectively, the "Signatories"). While Liberty did not join the Stipulation and Agreement, it has indicated that it does not object to the Stipulation and Agreement.

Q. Is the Stipulation and Agreement unanimous?

A. No. Although a substantial majority of the intervenors to this case signed the Stipulation and Agreement, MPSC Staff and OPC are not signatories to the Stipulation and Agreement.

Q. Did any large industrial customer sign on to the Stipulation and Agreement?

A. Yes. Two existing large industrial customers, Velvet and Nucor, signed on to the Stipulation and Agreement. Notably, no other large industrial customer or large industrial customer group intervened in the current case.

Q. Please provide an overview of the key changes to the LLPS Rate Plan between the Company's application and the Stipulation and Agreement.

A. Broadly speaking, the Stipulation and Agreement is consistent with the Company's initial application, but the Signatories have agreed to several modifications from Company's initial application, including, for example, the load threshold, minimum service term, collateral/creditworthiness requirements, permissible capacity reductions, and initial pricing provisions. A summary of key modifications is reflected in the following table:

Table 1: Comparison of Key Changes to Schedule LLPS Between Evergy's Initial Application and the Stipulation and Agreement

Term/Condition	Application	Stipulation and Agreement
Load Threshold/Applicability of LLPS Rate Plan	Customers with a maximum monthly demand over 100 MW.	Customers with a maximum monthly demand over 75 MW, or existing customers with a maximum monthly demand expected to expand by 75 MW.
Minimum Contract Term	15 years, which may include a ramp of no more than 5 years.	12 years, plus an optional ramp of no more than 5 years.
Mechanism for Recovering Costs Additional costs to Serve Large Loads	Yes (System Support Rider).	Yes (Cost Stabilization Rider and increased Demand Charge).

Term/Condition	Application	Stipulation and Agreement
Capacity Reductions	Permissible reduction of maximum contract capacity by up to 10% one time after the first five years with 36 months prior notice; additional reductions are subject to a Capacity Reduction Fee.	Permissible reduction of maximum contract capacity by up to 10% or 25 MW (whichever is lower) one time after the first five years with 24 months prior notice; additional capacity reductions require 36 months prior notice and are subject to a Capacity Reduction Fee. Clarification regarding computation of Capacity Reduction Fee and timing of payment.
Exit Fee	Exit fee based on the aggregate minimum demand charges for the remainder of the term after termination. An additional Early Termination Fee applies if customer seeks to terminate with less than 36-months' notice equal to the minimum charge multiplied by two for each month less than the required 36-month required notice will apply.	Same basic requirements as initial application, but with clarification regarding computation of Exit Fee and timing of payment.
Financial Security/ Credit Requirements	Customer must provide financial security for its obligations equal to two years of minimum monthly bills. Customers will be eligible for exemption from 40% or 50% of the collateral requirement if they maintain good credit and liquidity, with the amount of the exemption based on the customer's credit rating. The collateral requirement must be provided at the time of the Service Agreement execution and must be (ii) a guarantee from the ultimate parent or	Same basic requirements as initial application, but with the addition of: • 25% and 60% exemption tiers based on higher creditworthiness; • Additional exemption for satisfying collateral requirement with cash; • Expansion and clarification of scope of entities eligible to provide guarantee; and • Clarification regarding when the Company can draw on collateral.

Term/Condition	Application	Stipulation and Agreement
	a corporate affiliate of the customer for the full collateral requirement, (ii) a standby irrevocable letter of credit for the full collateral requirement, or (iii) cash for the full collateral requirement.	
Initial Pricing	Direct testimony included a table outlining initial pricing for large load customers.	Exhibit A of the Stipulation and Agreement includes an updated table on initial pricing; outlines process for future updates to pricing table.
Transparency Measures	Annual reports filed with the Commission on customers taking service under LLPS Rate Plan.	Same general requirements as initial application, but also includes customers who expand their load. Adds additional reporting and engagement commitments: Meetings with MPSC Staff and OPC at least annually to provide updates on the LLPS Rate Plan Meetings among OPC, MPSC Staff, and customers to determine the contents of annual customer reports to the MPSC
Renewable/Carbon Free Attribute Procurement Riders	LLPS Rate Plan includes various optional riders to help customers to achieve renewable or carbon free goals	The Stipulation and Agreement includes the same riders as the initial application with clarifications on the scope and purpose of various riders; Clean Energy Choice Rider includes clarification of the types of resources that may be considered and that any agreement between the customer and the Company would be submitted to the Commission through a certificate of convenience and necessity proceeding, with the agreement executed between Company and the requesting customer submitted for Commission approval.

Q. For purposes of this proceeding, is the Stipulation and Agreement a reasonable resolution of the issues involved in this case?

A. Yes. Taken in its entirety, the Stipulation and Agreement reflects a reasonable resolution of all issues presented in this case. The outcomes provided in the Stipulation and Agreement are aligned with the positions taken by the Company in its Direct testimony while also responsive to concerns raised in intervenor testimony and during settlement negotiations about the Company's initial application.

Q. Are there any changes that the Company would like to highlight in greater detail?

A. Yes. While most changes are relatively straightforward and require little explanation, several changes warrant further discussion. Specifically:

(1) Removal of the proposed System Support Rider ("SR") and creation of a Cost Stabilization Rider ("CSR");

(2) Changes to initial pricing; and,

(3) Changes to the collateral and creditworthiness requirements.

Q. Does the CSR achieve the same goals as the SR?

A. In part. The fundamental purpose of the SR as proposed in the Company's Application was to ensure appropriate recovery of costs incurred to serve large load customers, including by preventing potential underpayment and/or cost-shifts from Schedule LLPS customers who also take service under an Economic Development Rider ("EDR"). See J. Martin Direct at 18-19; B. Lutz Direct at 31. The Company noted that such a recovery mechanism is important because large load customers have needs and characteristics that could increase costs for other customers if not properly addressed, such as by causing the Company to build or procure additional generation resources to meet the new system load and maintain the Company's Southwest Power Pool ("SPP")-established reserve margins. As such, the Company proposed a two-part SR, including an Acceleration Component and a Cost Recovery Component, explaining that it would provide a mechanism for mitigating potential cross-subsidization, while also providing rate benefits to non-participants. See Lutz B. Direct at 29-33.

The CSR is not a complete replacement for the SR but will nevertheless help to ensure that LLPS customers who also take service under an EDR pay the costs associated with serving them while avoiding an unreasonable cost-shift to non-participants. As described in the Stipulation and Agreement, the CSR will be calculated based on comparing a given large load customer's estimated base rate revenue and estimated final bill revenue prior to applying certain other riders. Estimated base rate revenue is calculated as the revenue produced by all applicable base rate and non-LLPS riders; the estimated final bill revenue shall be the base rate revenue plus any applicable rate discounts, including the approved EDR. Should a given Schedule LLPS customer's estimated revenue fall below the customer's estimated rate revenue, an amount, expressed in a dollar per kW ($/kW) charge, will be added to the customer billing through this charge. The CSR is customer-specific and will be memorialized in the service agreement of each LLPS customer on an annual basis. Combined with the increased Demand Charge (which is discussed later in my testimony), the CSR minimizes the risk that costs associated with service to LLPS customers are borne by other customers.

As with the SR proposed in the Company's initial application, the CSR is a non-bypassable charge that is not subject to any EDR discount. Making the CSR non-bypassable will mitigate the potential for cross-subsidization and underpayment by LLPS customers, while also remaining compliant with Section 393.140.

Q. If the CSR only replaces a portion of the SR, are other costs that the Company discussed in its Direct testimony adequately addressed in the Stipulation and Agreement?

A. Yes. As noted above, the SR was designed to recover costs that the Company is concerned will be generated by serving LLPS customers and to ensure that such costs are not subsidized by other customers in the Company's service area. The SR also included a specific mechanism for determining and recovering acceleration costs associated with serving LLPS customers. Although this specific mechanism was removed by the Stipulation and Agreement, these, and other costs that the SR was designed to recover will be adequately addressed in the near term by the negotiated higher Demand Charge (discussed later in my testimony) that the Company agreed to in the Stipulation and Agreement. This negotiated Demand Charge results in LLPS customers paying for system costs above the current embedded cost to serve them, meaning that non-participants will directly benefit from a ratemaking perspective by adding LLPS load. Ensuring tangible rate benefits to non-participants was a key objective of the Company's with the LLPS Rate Plan, and we are pleased to have achieved that in the Stipulation and Agreement. In the longer term, the Commission, Company, and interested stakeholders will have the ability to review and refine the Demand Charge in future rate cases with the benefit of updated cost of service and financial modeling.

Q. How did the Schedule LLPS pricing change under the Stipulation and Agreement?

A. The Company included a table in its Direct testimony showing proposed initial monthly pricing for large load customers under the LLPS Rate Plan. See B. Lutz Direct at 29, Table 6. The Exhibit A of the Stipulation and Agreement reflects changes in rates agreed to pursuant to by the Signatories, including an increase to the Demand Charge. The Signatories have also agreed to a process by which the Company will seek changes to the initial LLPS Rate Plan pricing as part of future general rate proceedings.

Q. Please explain how the Signatories calculated the Demand Charge as part of the Stipulation and Agreement's treatment of the SR and CSR?

A. The Demand Charge agreed to in the Stipulation and Agreement represents a resolution in which the Signatories have stipulated to initial pricing for service under the LLPS Rate Plan without assigning specific values to the individual components used to arrive at the settled outcome. That said, the Company was committed to ensuring that a rate mechanism is in place such that Schedule LLPS customers will pay toward system costs above the current average embedded cost to serve them, thus providing rate design benefits to non-participants. While the SR was the approach that the Company initially proposed through Direct testimony, through the course of negotiations, the Company concluded that the exact mechanism is less important than upholding this rate design principle and was therefore amenable to creating the CSR and increasing the Schedule LLPS Demand Charge. The Company views this outcome – a rate that recovers above the current embedded cost to serve – as a highly constructive outcome that is reasonable and in the public interest.

Speaking to the pricing and rate design structure and commitments of the Stipulation and Agreement as a whole, the approach to pricing in the Stipulation and Agreement is reasonable as it provides near-term certainty as to initial pricing, while also recognizing that these rates will need to be updated in future proceedings after large load customers begin to take service.

Q. What is different about the collateral requirement and credit rating provisions of Schedule LLPS?

A. As stated in our Direct testimony, the Company included collateral requirement and credit rating provisions in the LLPS Rate Plan to ensure the creditworthiness of new large load customers given the size of their monthly bills and unique risks associated with such large transactions. See B. Lutz Direct at 18-20. The collateral requirement and credit rating provisions in the Stipulation and Agreement continue to achieve this goal. Most changes to these provisions in the Stipulation and Agreement simply provide additional clarity as to how the provisions will be implemented. Additionally, the collateral requirement in the Stipulation and Agreement provides additional collateral discount tiers for customers under the LLPS Rate Plan satisfying certain liquidity and credit rating criteria, and for customers who elect to use cash to meet the collateral requirement. The Stipulation and Agreement also expands the scope of entities that can serve as guarantor if the customer seeks to satisfy the collateral requirement *via* a guarantee. These changes are all consistent with the Company's rationale for including collateral and credit requirements in its initial application.

Q. Is the Stipulation and Agreement consistent with the overall goals and objectives the Company laid out in its Direct testimony?

A. Yes. The Stipulation and Agreement is consistent with the positions expressed in the Company's Direct testimony and with the Company's application: it will (1) streamline the interconnection process, (2) promote equity and transparency through long-term commitments and creditworthiness requirements for new large load customers, and (3) provide flexibility and optionality in terms of additional clean and renewable energy offerings available to these customers. Serving large load customers is a novel and rapidly developing area nationally, and there is no "gold" or singular standard for tariff design for serving large load customers. As such, there is room for different approaches to serving large load customers so long as key features are implemented and the tariff, taken as a whole, achieves the fundamental goals of mitigating risk and avoiding cross-subsidization by other customers.

Notwithstanding, the LLPS Rate Plan, as modified by the Stipulation and Agreement, includes the features characteristic of large load tariff offerings being developed nationally. Further, by including clear provisions to address costs associated with large load customers, the LLPS Rate Plan improves upon these national trends and provides additional certainty to the Company, large load customers, and native customers/non-participants.

Q. Do you have any additional comments on the Stipulation and Agreement?

A. Yes. The Company appreciates the positions advocated by all the Signatories and their efforts to obtain a reasonable resolution of all issues in this docket. The active participation of Signatories in this proceeding has resulted in a Stipulation and Agreement that represents a reasonable and balanced compromise among many diverse stakeholder positions. The Company's goal is for Missouri to have policies in place that are supportive of economic development and growth opportunities for serving large load customers in the state, while also ensuring that Missourians are adequately protected from the potential risks associated with serving large load customers. To advance those objectives, having a tariff specific to serve large load customers, as reflected in the LLPS Rate Plan as modified by the Stipulation and Agreement, is essential to achieving these positive outcomes for Missouri. The Company will continue to work with stakeholders to support economic development in Missouri and ensure Missouri is, and continues to be, a competitive environment for serving large loads.

IV. THE STIPULATION AND AGREEMENT IS REASONABLE, IN THE PUBLIC INTEREST, AND SHOULD BE APPROVED

Q. Is there substantial competent evidence on the record to support the Stipulation and Agreement?

A. Yes. The Stipulation and Agreement is supported by substantial competent evidence based on the record taken as a whole. The record includes the Company's verified application along with Direct testimony submitted by three Company witnesses, and Surrebuttal testimony by three Company witnesses. Intervenors also submitted extensive Rebuttal and Surrebuttal testimony in this proceeding – with several retaining national experts to provide testimony – and many of those intervenors are also Signatories to the Stipulation and Agreement. Intervenors have also had the opportunity to conduct significant discovery, and the Company has responded to numerous requests for information regarding its application.

The Signatories also spent many hours meeting collectively and in smaller groups, exchanging additional information and dialogue to achieve the Stipulation and Agreement. And, the Commission will have the opportunity to ask questions of Company and Signatory witnesses at the upcoming evidentiary hearing.

The terms of the Stipulation and Agreement reflect a compromise of the positions advanced by the Signatories and were formulated through negotiations informed by this record evidence. In short, the Stipulation and Agreement is the product of rigorous vetting, thorough expert analysis, and informed compromise, and is supported by a substantial evidentiary base.

Q. Will the Stipulation and Agreement result in just and reasonable rates?

A. Yes. As I discussed above, the Stipulation and Agreement results in Schedule LLPS customers making enforceable long-term service commitments, bearing substantial financial risk, and also being assessed rates that will recover the costs to serve large load customers, while providing direct ratemaking benefits to non-large load customers. The Stipulation and Agreement is broadly consistent with national trends in tariffs for service to large load customers, including the settlement recently reached by the Company in its Kansas service territory. Moreover, the commercial terms and conditions agreed to by the Stipulation and Agreement protect non-participants from undue harm by way of a minimum bill requirement, paired with substantial minimum demand requirements, a minimum service term, and by virtue of a new Schedule LLPS customer class. Also consistent with the initial application, the Stipulation and Agreement includes mechanisms to provide protection if a large load customer terminates its service agreement before the end of the minimum service term, including requirements that the customer post and maintain collateral and pay a substantial exit fee in the event of termination. To create a tariff that will actually attract large load customers, however, the Stipulation and Agreement provides reasonable flexibility to large load customers, such as allowing capacity reductions under certain circumstances and providing relief from some of the requirements of the LLPS Rate Plan for customers with a good financial track record. Moreover, as Company witness Lutz discussed in his Direct testimony, the rates established by the LLPS Plan as modified by the Stipulation and Agreement are based on a lawful and prudent revenue requirement, are allocated fairly and equitably among customer classes, are structured to ensure that costs associated with serving large load customers are not borne by other customers and are in keeping with settled ratemaking principles. In fact, as explained earlier, non-participants will directly benefit from a rate design perspective as LLPS customers will pay for incurred system costs above the current embedded cost to serve them.

The Signatories to the Stipulation and Agreement represent a broad range of diverse stakeholder interests including multiple large load customer interests (Google, Velvet, and the Data Center Coalition), conservation interests (Sierra Club and Renew Missouri) and utility interests (Ameren and Liberty). The broad support for the Stipulation and Agreement is persuasive evidence that the Stipulation and Agreement is balanced, fair, and will result in just and reasonable rates. Accordingly, the rates established by the Stipulation and Agreement are equitable for both customers and the Company and fall within the range of outcomes that could be expected if this case were fully litigated.

Q. Is the Stipulation and Agreement in the public interest?

A. Yes. By both protecting existing customers and drawing large loads (and therefore associated economic development benefits) to Missouri, the terms of this Stipulation and Agreement are in the public interest and should be approved by the Commission.

Q. Is the Stipulation and Agreement compliant with Section 393.130.7?

A. Yes. By its terms, Section 393.130.7 requires utilities to file large load tariffs that reflect the customers' representative share of the costs incurred to serve them and to prevent other customer classes' rates from reflecting unjust or unreasonable costs arising from serving large load customers. See Mo. Rev. Stat. § 393.130.7. Section 393.130.7 was also adopted to promote economic development in Missouri. The LLPS Rate Plan as modified by the Stipulation and Agreement is consistent with the language and purpose of Section 393.130.7.

Q. Is the Company requesting the Commission approve the Stipulation and Agreement in full?

A. Yes. The Stipulation and Agreement is the product of significant give and take and is carefully calibrated to strike a balance among many important considerations from the broad group of Signatories. Any modification to the Stipulation and Agreement could threaten these important gives and takes, so for that reason, we request the Stipulation and Agreement be approved in full and without modification.

V. <u>CONCLUSION</u>

Q. Do you have any concluding thoughts and requests?

A. Yes. In sum, the LLPS Rate Plan as modified by the Stipulation and Agreement will ensure that non-large load customers remain protected from undue harm. The Stipulation and Agreement will further promote Missouri as a competitive choice for large load customers, while creating a program that will actually attract financially viable large load customers to the state. For these reasons, the Company respectfully requests the Commission issue an order approving the Stipulation and Agreement in full and without modification and finding it reasonable and in the public interest.

Q. Does this conclude your testimony?

A. Yes, it does. Thank you.

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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	)))))	File No. EO-2025-0154

AFFIDAVIT OF KEVIN D. GUNN

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

Kevin D. Gunn, being first duly sworn on his oath, states:

1. My name is Kevin D. Gunn. I work in Kansas City, Missouri, and I am employed by Evergy Metro, Inc. as Vice President –Regulatory and Government Affairs.

2. Attached hereto and made a part hereof for all purposes is my Testimony in Support of Non-Unanimous Global Stipulation and Agreement on behalf of Evergy Missouri Metro and Evergy Missouri West consisting of twenty (20) 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.

Kevin D. Gunn

Kevin D. Gunn

Subscribed and sworn before me this 29th day of September 2025.

Anthony R Westenkirchner

Notary Public

My commission expires: April 26, 2029

ANTHONY R WESTENKIRCHNER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 26, 2029
PLATTE COUNTY
COMMISSION #17279952