

**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	)	<b><u>File No. EO-2025-0154</u></b>
Evergy Missouri West for Approval of New	)	
and Modified Tariffs for Service to Large	)	
Load Customers	)	

**STAFF’S OBJECTIONS TO THE  
NON-UNANIMOUS STIPULATION AND AGREEMENT**

**COMES NOW**, the Staff of the Missouri Public Service Commission (“Staff”), by and through counsel, and for its *Objections to the Non-Unanimous Stipulation and Agreement* respectfully states as follows:

1. Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“EMM”), Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”) (collectively “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 (collectively “Signatories”) filed a *Non-Unanimous Stipulation and Agreement* (the “Non-Unanimous Agreement”) on September 25, 2025. Staff was not a signatory to this Non-Unanimous Agreement.

2. Commission Rule 20 CSR 4240-2.115(2)(B) provides parties who are not signatories seven (7) days from the filing of a stipulation and agreement to voice an objection.

3. Staff’s Recommendation / Rebuttal Report filed on July 25, 2025, addressed Staff’s primary concerns with Evergy’s proposed tariffs, including, for example: (1) revenue treatment between rate cases harms existing customers and unreasonably benefits shareholders; (2) important terms of service and rates are subject to Evergy’s

discretion and are not contained in the tariff; (3) risks of overbuilding to serve LLPS customers are not allocated to shareholders or adequately allocated to LLPS customers, and are unreasonably borne by captive ratepayers; (4) inadequate rate structure and rate design do not comply with the statutory requirement that the LLPS schedule “reasonably ensure such customers’ rates will reflect the customers’ representative share of the costs incurred to serve the customers and prevent other customer classes’ rates from reflecting an unjust or unreasonable costs arising from service to such customers”<sup>1</sup>; and (5) the requested riders are not adequately developed and some are inconsistent with regulatory policies and statutory direction.

4. While Staff was able to work with some parties during negotiations, and appreciates all of the work that all parties put into the settlement, not all of Staff’s concerns were able to be addressed within the Non-Unanimous Agreement. These concerns – now objections – are included below in more detail.

5. Paragraphs 2, 10, 11, 12, 13, 14,<sup>2</sup> 15, 16, 20 - 34 and Exhibit A, of the Non-Unanimous Agreement generally implement the terms, rate structure, and rate designs proposed by EMM and EMW in its direct testimony in this matter. Staff offers a different perspective to them for the reasons set out in its Rebuttal Report, pre-filed testimonies, and the Staff Position Statement, which are incorporated here-in by reference. The rates set out in Exhibit A are those initially proposed by Evergy, except that the System Support Rider Acceleration Component is reduced and transferred to the direct-proposed demand charges at the value of \$7.074/kW for EMW,

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<sup>1</sup> Section 393.130.7, RSMo., effective August 28, 2025, enacted pursuant to SB4.

<sup>2</sup> Additional concerns with the detailed terms of Paragraph 14 are discussed below.

and \$7.038/kW for EMM.<sup>3</sup> Staff objects to Paragraphs 2, 10, 11, 12, 13, 14, 15, 16, 20 - 34 and Exhibit A, of the Non-Unanimous Agreement, because these provisions:

- (1) Use regulated rate making to create a barrier to entry for customers with seasonal demand variations, which would include many agricultural, refining, metallurgical or manufacturing hyper-scale customers.<sup>4</sup>
- (2) Use regulated rate making to create a barrier to entry for customers with seasonal or diurnal energy requirement variations, which would include many agricultural, refining, metallurgical or manufacturing hyper-scale customers.<sup>5</sup>
- (3) Do not comply with the requirement of Section 393.130.7, RSMo. that LLPS revenues make their way to prevent other customer classes from bearing the cost of serving LLPS customers. To the extent that LLPS revenue is retained between rate cases as utility profits, it does not prevent other customer classes from bearing the cost of serving LLPS customers. The failure of the Non-Unanimous Agreement to include provisions requiring the deferral of revenues or other appropriate treatment means that revenue from LLPS customers cannot offset the fixed cost of service of EMM or EMW unless and until the utility chooses to come in for a rate case to allow those revenues to be recognized. However, the cost of service of new power plants built to enable service to these customers will be included in rates paid by all customers unless otherwise ordered by this Commission in relevant cases. Further, the ordinary operation of the EMM and EMW Fuel Adjustment Clauses (FAC) will result in increases to the bills of all customers for recovery of the wholesale energy expense caused by changes in the net purchases and sales of EMM and EMW in the Southwest Power Pool (SPP) integrated energy market for energy to serve LLPS customers. The net result of this is that EMM and EMW will be paid for the energy used by LLPS customers twice – once by the LLPS customer at the energy rate set out in Exhibit A to the Non-Unanimous Agreement, and again by all customers through the FAC. The FAC payments will be direct harm to non-LLPS customers, and the failure of the timely

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<sup>3</sup> The values used for the SSR Acceleration Component in the workpapers of Brad Lutz were \$9.64 per kW for EMW and \$9.59 per kW for EMM. This testimony provided by Mr. Lutz was rebutted by Staff at pages 116 – 128 of the Staff Recommendation Report.

<sup>4</sup> In place of a set minimum demand level to be billed at the tariff demand rate, Staff has recommended a more customer-friendly approach which better aligns revenue recovery with cost causation, encourages accurate demand forecasts to facilitate system planning, and is not punitive. See Staff Recommendation Report, pages 28 – 29, Sarah Lange Surrebuttal, Schedule SLKL-1.

<sup>5</sup> Staff initially recommended time-based energy charges, for reasons including that time-based energy charges most clearly correlate revenue responsibility to cost causation, and that time-based energy charges encourage (but do not require) customers with variable loads to shift energy consumption to periods when energy costs are low, and away from periods when energy costs are high. In Surrebuttal, Staff refined this approach to include an option for LLPS customers to simply pay the SPP bill for the energy to serve them. In contrast, Evergy relies on flat energy rates of 2.881 cents per kWh for EMW and 2.988 cents per kWh for EMM. Evergy's proposed rates will not adequately cover the cost of the wholesale energy purchases that will be required to serve LLPS customers, and which will be socialized to all customers through the operation of the EMM and EMW FACs. See Pages 49-50, Staff Recommendation Report, Sarah Lange Surrebuttal, pages 23 – 26; Schedule SLKL-1, at section "Optional Agreement for Payment of Actual RTO Charges."

recognitions of LLPS customer revenue against the cost of service of EMM and EMW will not allow revenues paid by LLPS customers prior to a rate case to buffer against increases to cost of service realized in future rate cases.<sup>6</sup>

- (4) The terms around the ability of customers to reduce the capacity requirement applicable to minimum bill calculations, the lack of provisions concerning excessive demand, and the interaction of the termination and collateral provisions will work to ensure that EMM and EMW can time rate cases to pass on to non-LLPS customers revenue shortfalls from LLPS customers. Furthermore, the interaction of these provisions unnecessarily subjects Evergy ratepayers to potential SPP Deficiency charges, potential over-build of generation resources, and potential overallocation of the costs associated with new generation resources.

6. Applicability is addressed in Paragraph 5 of the Non-Unanimous Agreement. Staff objects to this provision as it states the intent to unreasonably include LLPS customers in the existing LPS class, which contravenes the required costs studies necessary to review compliance with the requirements of Section 393.130.7, RSMo.<sup>7</sup> This newly-enacted statute requires that LLPS rates be set to “reasonably ensure such customers’ rates will reflect the customers’ representative share of the costs incurred to serve the customers and prevent other customer classes’ rates from reflecting any unjust or unreasonable costs arising from service to such customers.” If revenues from LLPS customers and usage characteristics of LLPS customers are not distinguished

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<sup>6</sup> It is important to distinguish the rates paid and the contributions to overall cost of service under this Non-Unanimous Agreement from those agreed-to by the Evergy Kansas utilities in at least the following respects, (1) the Retail Energy Cost Adjustment (“RECA”), in use in Kansas and what that includes, and (2) the Kansas agreement apparently results in direct contributions of LLPS customers to lower the otherwise-applicable bills of non-LLPS customers under the following riders: the Energy Efficiency Rider (“EER”), the Property Tax Surcharge (“PTS”), the Tax Adjustment (“TA”), the Transmission Delivery Charge (“TDC”), the Cost Stabilization Rider (“CSR”), and a new CWIP rider.

<sup>7</sup> Paragraph 5, in combination with Paragraph 7, may create the situation where one entity can become two separate customers with a shared meter and no possible way for any party to verify that the appropriate rates and tariff provisions are applied to any one customer. Per Paragraph 5, an existing customer that expands their current facilities by an expected 75 MW or more will be a separate customer on Schedule LLPS rates. Paragraph 7 states that Evergy may determine that it is impractical or economically infeasible to monitor the expanded load on a separate meter or sub-meter, and the original load will be determined as a function of Evergy’s choosing.

from those of LPS customers in the books and records of EMM and EMW, the required studies will be more difficult, and potentially impossible, to conduct.

7. Staff objects to Paragraphs 6 and 7 of the Non-Unanimous Agreement, referring to “Service Voltage & Metering”, to the extent it appears to state that LLPS customers will not bear financial responsibility for infrastructure operated at transmission voltage levels. Staff recommends the interconnection and related tariff modifications identified in the Staff Recommendation Report at pages 110-111, and Appendix 2-Schedule 10. This treatment is necessary to avoid a result of all ratepayers of EMM and EMW bearing financial responsibility for the construction, capital costs, operation and maintenance expenses, property taxes, insurance, and all other cost of service associated with hundreds of millions of dollars of transmission assets that directly serve LLPS customers and only LLPS customers, and additional assets that would not have been necessary (or necessary at the constructed size), but-for LLPS customers.

8. Paragraph 8 of the Non-Unanimous Agreement, together with Paragraphs 19 and 2, enables EMM or EMW to vary the determinants which are subject to the rates set out in Exhibit A to the Non-Unanimous Agreement. This results in EMM and EMW creating terms and rates outside of a duly-promulgated tariff and Commission oversight. While Staff supports use of a Service Agreement to memorialize appropriate details related to customer service, a Service Agreement cannot contravene applicable Missouri law and the Commission should not defer rate setting for LLPS customers to an untariffed agreement between the utility and a given customer, no matter the customer’s

size. Additionally, Paragraph 35 appears to provide for reporting that is less than what is required by 20 CSR 4240-3.190(3)(A)6. As such, Staff objects to these Paragraphs.

9. Staff objects to Paragraph 14 of the Non-Unanimous Agreement; while the calculation in 14.i. may appear straightforward, it is complicated by the application of minimum demand, minimum bill, Cost Stabilization Rider revenues, and rider terms and changes to billing determinants and bill amounts. It appears this comparison would include revenues under the LLPS rate elements “grid,” and “demand,” under the EMW LPS rate elements “Facilities Charge,” “Base Billing Demand,” and “Seasonal Billing Demand,” and the EMM LPS rate elements “Facilities Charge,” and six separate EMM LPS demand charges.<sup>8</sup> To the extent that the provisions of paragraph 14 of the *Non-Unanimous Agreement*, through subparts 14.i, 14.ii, or 14.iii, seeks or is intended to prohibit or limit the ability of Staff, any other non-signatory, or the Commission from modification of the stipulated LLPS rate structure, rate design, terms, or any other aspect of the treatment of LLPS customers, Staff objects.

10. Staff objects to Paragraph 15 of the Non-Unanimous Agreement to the extent it purports to provide authority for Evergy to set out rates and terms of service outside of its lawfully promulgated tariff. Staff does not object to the charging of a rate for

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<sup>8</sup> The EMM LPS demand rates are a complex blocked design, based on 30 minute demand, with the following rates per block for service at transmission voltage, set out on sheet 14B:

<b>DEMAND CHARGE:</b>		
Per kW of Billing Demand per month		
	<u>Summer Season</u>	<u>Winter Season</u>
First 2553 kW	\$ 14.690	\$9.983
Next 2553 kW	\$ 11.748	\$7.791
Next 2553 kW	\$ 9.839	\$6.875
All kW over 7659 kW	\$ 7.185	\$5.292

The EMW LPS demand rates at transmission voltage are based on 15 minute demand, set out on sheet 149.4:

<b>DEMAND CHARGE:</b>		
	<u>Summer Season</u>	<u>Winter Season</u>
Per kW of Demand	\$12.746	\$6.637
Base Billing Demand	\$12.746	\$6.637
Seasonal Billing Demand		

interim capacity if appropriately promulgated in a tariff, as essentially as recommended in Staff's specimen tariff as the "Capacity Cost Sufficiency Rider."<sup>9</sup>

11. Staff objects to Paragraphs 17 and 18 of the *Non-Unanimous Agreement* which, together with Paragraph 2, would require new LLPS load to be provided with a substantial discount on its bill, which would then be offset by the Cost Stabilization Rider in EMM and EMW revenues, and would be double-recovered by EMM and EMW following a rate case through a gross-up of the bills of other customers to recoup the value of the discount. This double-recovery would persist after the application of the discount expires until the next rate case because other customers would continue to provide revenues to EMM and EMW to cover the value of the discount even after the LLPS customer ceases to receive the discount (and ceases to pay the Cost Stabilization Rider). The better approach is to exclude the availability of discounts to LLPS customers, consistent with the exclusion of those discounts under the MKT and SIL effective tariffs of EMW.<sup>10</sup>

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<sup>9</sup> See Staff Recommendation Report pages 58-59, and Sarah Lange Surrebuttal, Schedule SLKL-1, "In the event that [EMM/EMW] does not have sufficient capacity to reliably serve a requesting LLPS customer and its other load in a given season of a given year of the anticipated Service term, [EMM/EMW] may obtain contractual capacity to reliably serve the requesting customer. [EMM/EMW] shall file an ET case and tariff with no less than 45 days effective date, and shall file testimony explaining the potential LLPS customer, that customer's energy and capacity needs, and the capacity arrangements applicable to reliably serving that customer. [EMM/EMW] may seek a protective order for portions of the testimony as appropriate, but any Capacity Cost Sufficiency Rider Rate to be charged to any LLPS customer must be contained in a published tariff. The Capacity Cost Sufficiency Rider tariff shall contain terms related to treatment of revenues generated by the rider to prevent other customer classes' rates from reflecting any unjust or unreasonable costs arising from service to such customers."

<sup>10</sup> The current SIL tariff, P.S.C. Mo. No. 1 Original Sheet No. 157, states "Service under this tariff may not be combined with service under an Economic Development Rider, an Economic Redevelopment Rider, the Renewable Energy Rider, Community Solar program, service as a Special Contract, or be eligible for participation in programs offered pursuant to the Missouri Energy Efficiency Investment Act, or for participation in programs related to demand response or off-peak discounts, unless otherwise ordered by the Commission when approving a contract for service under this tariff." The current MKT tariff, P.S.C. Mo. No. 1 Original Sheet No. 158, states "Service under this tariff may not be combined with service under an Economic Development Rider, an Economic Redevelopment Rider, the Renewable Energy Rider, the Solar Subscription Rider, service as a Special Contract, or be eligible for participation in programs offered pursuant to the Missouri Energy Efficiency Investment Act, or for participation in programs related to demand response or off-peak discounts, unless otherwise ordered by the Commission when approving a contract for service under this tariff."

12. Staff objects to Paragraph 19.i. of the Non-Unanimous Agreement as it is unclear what oversight the Commission may possibly exercise over these Customer Capacity Rider (“CCR”) transactions and over the revenue requirement impact of these transactions.<sup>11</sup> Staff is also concerned that contracts from the CCR may not take resource planning into account.<sup>12</sup> Staff notes that nothing prohibits EMM or EMW from entering into agreements with an LLPS customer to purchase energy or capacity from that customer.<sup>13</sup>

13. Staff objects to Paragraph 19.ii of the Non-Unanimous Agreement, regarding the Demand Response Generation Rider (“DRLR”), to the extent that the DRLR lacks a non-performance penalty, includes an earnings opportunity fee, and administrative and incentives costs will be borne by all ratepayers, furthering questions of affordability.<sup>14</sup> The customers, participation levels, and curtailment capabilities are unknown at this time, and while Staff objects to this Paragraph 19.ii, it recognizes the potential value of a properly designed demand curtailment program.

14. Staff objects to Paragraphs 36 and 37 of the Non-Unanimous Agreement relating to the Clean Energy Choice Rider (“CER”), which would cause EMM and EMW to consider customer requests and cost allocation in its current IRP modeling. With only one large load customer currently included in EMM’s and EMW’s 2025 Annual Updates that would receive service under the Schedule LLPS rate no sooner than the first quarter of 2026, and the new legislation requiring an integrated resource planning proceeding commencing by August 28, 2027, Staff is of the position that a new rider such as

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<sup>11</sup> Lines 1-5 of Page 100 of Staff’s Rebuttal Report.

<sup>12</sup> Lines 25 and 26 of Page 100 of Staff’s Rebuttal Report.

<sup>13</sup> Lines 17-18 of Page 99 of Staff’s Rebuttal Report.

<sup>14</sup> Staff Recommendation, page 94, line 8, to page 97, line 13.



Schedule CER not be approved at this time. The Commission should allow for the new IRP process to be developed and understood prior to considering a rider that allows for customers to influence prudent resource planning.<sup>15</sup> The cost differential agreed to be paid by the sponsoring customer(s) should not be paid by “non-sponsoring customers” in any scenario. Even though Evergy frames resources added as a result of a Clean Energy Choice Preferred Plan to be considered a Company resource for the service of all customers, those resources would be added as a direct request by a sponsoring customer to meet its renewable energy goals.<sup>16</sup> Using upfront payments from LLPS customers based on the NPVRR difference of alternative resource plans will not fairly compensate captive ratepayers for the long-term change in resource plan.<sup>17</sup> Staff does not object to reasonable capacity or energy contracts to be entered into by EMM or EMW which do not vary the billing determinants applicable to rendering LLPS bills, and which are subject to appropriate prudence review.<sup>18</sup>

15. Staff objects to Paragraphs 36 and 38 of the Non-Unanimous Agreement relating to the Renewable Energy Program (“RENEW”) Rider; the RENEW Rider should not be approved at this time due to current North American Registry REC retirement limitations and other concerns including the need for improvement of the tariff language.<sup>19</sup>

16. Staff objects to Paragraphs 36 and 39 of the Non-Unanimous Agreement relating to the Green Solution Connections (“GSR”) Program; the Rider GSR tariff as filed in this case should be rejected until such time that the program tariff has been finalized

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<sup>15</sup> Staff Recommendation, page 82, lines 2 – 8.

<sup>16</sup> Staff Recommendation, page 85, lines 1 – 7.

<sup>17</sup> Sarah Lange Surrebuttal, page 34.

<sup>18</sup> Sarah Lange Surrebuttal, page 24.

<sup>19</sup> Staff Recommendation, page 105, line 27 – page 106, line 3.

and approved in EA-2024-0292 in order to ensure consistency for the Green Solution Connections Program.<sup>20</sup>

17. Staff objects to Paragraphs 36 and 40 of the Non-Unanimous Agreement relating to the Alternative Energy Credit (“AEC”) Rider; the AEC Rider should be rejected at this time due to uncertainty regarding AEC tracking, retirement, and reporting.<sup>21</sup>

18. Staff objects to Paragraph 43 of the Non-Unanimous Agreement. While significant changes to the FAC of EMM and EMW are necessary with respect to LLPS customers, those changes cannot be made outside of a general rate case.

19. Staff objects to Paragraph 44 of the Non-Unanimous Agreement to the extent it is intended to freeze the rates and terms of Schedule SIL. If the intent is to freeze the availability of Schedule SIL to new customers, Staff does not object to the freezing of availability, but does not agree with the remainder of the stipulated term.

20. Staff objects to Paragraph 46 of the Non-Unanimous Agreement to the extent it does not include modifications to:

- (1) Include expected duration for each phase.
- (2) Include deliverables from Evergy to customer for each applicable phase, such as indicative cost estimates.
- (3) Include the title of all required agreements.
- (4) Remove reference to Company’s “sole discretion” regarding deposit applicability and managing projects in the queue.
- (5) Prohibit Evergy from being the entity providing certification to its potential large load customers that the absence of a deposit and expedited timing are critical to the state winning the project.
- (6) Modify language reading the website and require Evergy to maintain on its website a list of accredited state or regional economic development organizations who may certify the criticality of timing and deposit waiver for a specific customer project.

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<sup>20</sup> Staff Recommendation, page 107, lines 19-21.

<sup>21</sup> Staff Recommendation, page 109, lines 17-19.

21. Staff further objects to the Non-Unanimous Agreement in that it fails to require:

- (1) Use of a separate commercial pricing node in the integrated market place for each LLPS customer, or in the alternative, sufficient record keeping as consistent with the recommendations attached to Staff's Recommendation Report as Appendix 2 – Schedule 2 – Alternative to Separate Pricing Node.
- (2) Removal of LLPS customer energy expense and kWh from the FACs of EMM and EMW, preferably to be facilitated through use of a separate commercial pricing node for each LLPS customer, or in the alternative, through proration of wholesale energy expense associated with that customer as calculated using the customers' metered energy usage, the load LMP(s), and any deviations from the forecasted load for the customer, consistent with the recommendations attached to Staff's Recommendation Report as Appendix 2 – Schedule 2 – Alternative to Separate Pricing Node.
  - a. In the alternative, adjustments referenced as the Reverse N Factor, and the N Factor should be established in the next general rate case of each utility.<sup>22</sup>
- (3) Modification of the Emergency Energy Conservation Plan tariff sheets to indicate that customers taking service under Schedule LLPS may be interrupted during grid emergencies under the same circumstances as any other customer.<sup>23</sup>
- (4) Establishment of a process for review of a new LLPS customer prior to Evergy constructing interconnection facilities for that customer; making upstream transmission investments to facilitate service to that customer; or building or acquiring power plants, or energy contracts, or capacity contracts to serve that customer. Including minimum filing requirements for the direct testimony of EMM or EMW in a proceeding seeking authorization to serve a new LLPS customer, and a commitment from the Commission to prioritize such proceedings to the extent possible.<sup>24</sup>
  - a. Staff recommends these minimum filing requirements in proceedings to authorize service of a new LLPS customer, EMM or EMW should file the following information under affidavit, and simultaneously file in the EFIS docket fully operable supporting workpapers describing:
    - i. The interconnection facilities to serve the LLPS customer, including: a) a projection of the cost of removing the facilities at the end of the contract term;

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<sup>22</sup> Staff Recommendation Report, pages 64-66.

<sup>23</sup> Staff Recommendation Report, page 112, lines 18-22.

<sup>24</sup> Corrected Surrebuttal testimony of Claire M. Eubanks, P.E. page 5, line 20 and page 6, lines 1-10.

- b) a projection of property tax and insurance expense, each year, associated with the facilities for the projected life of the facilities; c) a projection of operation and maintenance expenses, each year, associated with the facilities for the projected life of the facilities.
- ii. All information required under the Service Agreement included in Staff's recommended tariff. At a high level this includes projected demands and energy requirements for the full term of service, information related to financial assurances, and information related to day-to-day load management.
- iii. An updated capacity forecast without the new LLPS customer.
- iv. An updated capacity forecast with the new LLPS customer.
- b. In addition to fully operable supporting workpapers, EMM or EMW should file supporting documentation including:
  - i. Evidence that site control by the proposed customer is established, including local zoning approval as applicable.
  - ii. The boundary of the applicable utility's facilities serving the customer in a format supported by the State's geographic information system (GIS) software.
  - iii. Documentation of customer consultation with other utility providers (i.e. water, sewer, gas) that will provide service to the proposed customer whether regulated by the Commission or not.
  - iv. Evidence that Evergy completed all internal engineering studies supporting the interconnection.
  - v. Proposed annual reporting requirements for Evergy to report to the Commission and the public on the proposed customer.<sup>25</sup>

22. A hearing is scheduled for September 30 – October 3, 2025, concerning these and other issues; Staff does not request any additional hearing at this time based on these issues. However, Staff reserves its rights to request additional hearing or

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<sup>25</sup> Corrected Surrebuttal testimony of Claire M. Eubanks, P.E. page 7, lines 16 – 28.

respond to pre-filed testimony on the question of whether the Non-Unanimous Agreement should be adopted or adopted without conditions.

**WHEREFORE**, Staff respectfully submits its Objections to the Non-Unanimous Stipulation and Agreement filed on September 25, 2025.

Respectfully submitted,

**/s/ Travis J. Pringle**

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**Attorneys for the Staff of the  
Missouri Public Service Commission**

### **CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been transmitted by electronic mail to all parties and/or counsel of record this 29th day of September, 2025.

**/s/ Travis J. Pringle**