

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS
EVIDENTIARY HEARING

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
We for Approval of New and Modified Tariffs for
Service to Large Load Customers

File No. E0-2025-0154

TUESDAY, SEPTEMBER 30, 2025
9:00 a.m.

Governor Office Building

200 Madison Street, Room 310
Jefferson City, MO 65101

VOLUME 2 (AMENDED)

KAROLIN WALKER, Presiding
REGULATORY LAW JUDGE

KAYLA HAHN, Chair,
MAIDA J. COLEMAN,
GLEN KOLKMEYER,
JOHN MITCHELL,
COMMISSIONERS

Reported By:
Jodi Wade, CCR

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1 P R O C E E D I N G S

2 [Proceedings commencing in open court at 9:09 a.m.]

3 REGULATORY LAW JUDGE WALKER: Today is
4 September 29th -- is today the 29th? Today is
5 September 30th, 2025.

6 The Commission has set at this time for
7 the evidentiary hearing in Case Number EO-2025-0154
8 in the matter of the application of Evergy Metro,
9 Inc. D/B/A Evergy Missouri Metro and Evergy Missouri
10 West D/B/A Missouri West for approval of new and
11 modified tariff service to large load customers.

12 My name is Karolin Walker, and I'm the
13 regulatory law judge that will be presiding over
14 this hearing.

15 To my left are Commissioners present.
16 Commissioner, the chair, Kayla Hahn; and
17 Commissioner Kolkmeyer. Commissioner Coleman will
18 be joining us and Commissioner Mitchell is online.

19 I'd like to start with -- we have a few pending
20 motions. We have a few preliminary matters. One is
21 that Liberty has filed a motion to be excused from
22 the hearing.

23 Is there anyone from Liberty here? Okay. I
24 sent an e-mail yesterday, and that motion will be
25 granted with the same conditions as for Sierra Club

1 and the data center.

2 They've given up the right to cross-examine,
3 and they will obtain any evidence that's admitted
4 from EFIS. They would like the opportunity to file
5 a brief.

6 All right, let's do entries of appearance. We
7 will start with Evergy.

8 MR. BAILEY: Thank you, Your Honor. Cole
9 Bailey. We have Jackie Whipple, Jim Fischer and
10 Chandler Hiatt for Evergy.

11 REGULATORY LAW JUDGE WALKER: Okay.
12 Commission Staff?

13 MS. HANSEN: Andrea Hansen. We also have
14 Travis Pringle and Alexandra Klaus representing
15 Staff as well.

16 REGULATORY LAW JUDGE WALKER: The Office
17 of Public Counsel?

18 MR. CLIZER: John Clizer.

19 REGULATORY LAW JUDGE WALKER: Okay. Union
20 Electric Company D/B/A Ameren Missouri?

21 MR. LOWERY: Thank you, Your Honor. Jim
22 Lowery, Wendy Taytro (phonetic) and Paula Johnson on
23 behalf of Ameren Missouri.

24 REGULATORY LAW JUDGE WALKER: Renew
25 Missouri?

1 MADAM COURT REPORTER: I'm sorry, I did
2 not hear that at all.

3 TECH SUPPORT: We're going to have a
4 reporter online, so everyone needs to speak in a
5 mic. Please come up here and talk into the mic
6 because we do have a full house.

7 MS. MERS: I apologize. Nichole Mers on
8 behalf of Renew Missouri.

9 REGULATORY LAW JUDGE WALKER: Nucor Steel
10 Sedalia (indiscernible.)

11 MS. BELL: If you'll allow me, Your Honor,
12 I'll do an entry of appearance for Marc Ellinger of
13 Ellinger Bell on behalf of Nucor Steel Sedalia.
14 He's stuck in a hearing in Cole County but will join
15 us shortly.

16 REGULATORY LAW JUDGE WALKER: And you are?

17 MS. BELL: I am Stephanie Bell. I'll do
18 my entry of appearance for Velvet Tech Services.

19 REGULATORY LAW JUDGE WALKER: Okay. Thank
20 you. Google, LLC?

21 MR. SCHULTE: Good morning. Andrew
22 Schulte, Frank Caro and Jarod Jevons with the
23 Polsinelli Law Firm on behalf of Google.

24 REGULATORY LAW JUDGE WALKER: Data Center
25 Coalition?

1 MR. VIJAYKAR: Good morning, Your Honor.
2 Nikhil Vijaykar and Alissa Greenwald from the law
3 firm of Keyes and Fox, LLP, on behalf of the Data
4 Center Coalition.

5 REGULATORY LAW JUDGE WALKER: The Sierra
6 Club?

7 MS. RUBENSTEIN: Good morning, Your Honor.
8 Sarah Rubinstein on behalf of Sierra Club.

9 REGULATORY LAW JUDGE WALKER: Please
10 silence any cell phones or other electronic devices
11 that you have.

12 Your exhibits are -- should be premarked
13 and continue sequentially. Does anybody need time
14 to mark them? Good.

15 As far as the order of witnesses, we're
16 going to follow the order filed by the parties and
17 their joint list of issues and witnesses.

18 Are there any pending motions that we have
19 not discussed, other than the late-filed testimony
20 motion from Evergy, which we will grant?

21 MR. PRINGLE: Oh, well, actually, Judge,
22 Staff has an objection to that motion and was
23 planning on filing a written objection later this
24 morning.

25 At an alternative to our request that if

1 that motion be rejected, we will be attaching a
2 Staff memorandum in opposition to the nonunanimous
3 stipulation agreement that our alternative relief
4 would be to enter that in the record. But it has
5 not been filed yet. It will be filed momentarily.

6 REGULATORY LAW JUDGE WALKER: Okay. I'm
7 going to admit the late-filed testimony from Evergy
8 and give you an opportunity when you testify to file
9 what you would like to file in opposition to that
10 motion.

11 MR. CLIZER: Your Honor, the OPC would
12 also like to lodge an objection to the inclusion of
13 the admitted. I know that you've already ruled on
14 it, but for the sake of the record, I would like to
15 lodge our objection and request permission to late
16 file if we see fit as well.

17 REGULATORY LAW JUDGE WALKER: I'll note
18 your objection, and your request is granted.

19 MR. BAILEY: Your Honor, this is Cole
20 Bailey with Evergy. Is there -- can we have a
21 deadline for those, the filing?

22 REGULATORY LAW JUDGE WALKER: I'll let the
23 parties set their deadline later in the case.

24 MR. BAILEY: Okay.

25 REGULATORY LAW JUDGE WALKER: Please

1 remind me. Are there any other preliminary matters
2 we need to address?

3 Okay, let's start with opening statements.
4 Evergy? Are you offering this to be admitted as
5 evidence?

6 MS. WHIPPLE: No. This is just for
7 (indiscernible). I distributed copies to the
8 attorneys for the parties as well.

9 REGULATORY LAW JUDGE WALKER: Do you have
10 extra copies for the Commissioners so they may
11 review what -- oh, they are. Okay, thank you. All
12 right, you may begin.

13 MS. WHIPPLE: I will have a PowerPoint.
14 When Brian has it up, we'll -- I'll be able to do
15 that.

16 REGULATORY LAW JUDGE WALKER: Okay.

17 MS. WHIPPLE: Thank you so much.

18 REGULATORY LAW JUDGE WALKER: Perfect.

19 MS. WHIPPLE: I'll just introduce myself
20 meantime. Good morning. As we entered our
21 appearance, I am Jackie Whipple with the law firm of
22 Denton's U.S., LLP.

23 I am here with my colleague Chandler
24 Hiatt. Cole Bailey is with Evergy today. And Jim
25 Fischer of Fischer and Dority, P.C. is here as well.

1 We represent, of course, the applicants,
2 Evergy Missouri West and Evergy Missouri Metro. We
3 may be referring to them as Evergy or the Company or
4 EMM in the case of Evergy Missouri Metro or EMW in
5 the case of Evergy Missouri West.

6 REGULATORY LAW JUDGE WALKER: Do you want
7 to proceed?

8 MS. WHIPPLE: Your Honor, up to you. I
9 certainly don't want to cause delay. I have passed
10 out hard copies of my opening statement and -- so
11 that parties' counsel and the Commission can review
12 it as I speak, and I can just, kind of, give some
13 verbal cues.

14 Or we can wait for the restart on Brian's
15 computer. How would you like to proceed, Your
16 Honor?

17 REGULATORY LAW JUDGE WALKER: I think
18 we're going to wait until Brian reboots his computer
19 so that everybody who is here --

20 MS. WHIPPLE: Can see it.

21 REGULATORY LAW JUDGE WALKER: -- has the
22 benefit of looking at what you have given the
23 Commission.

24 MS. WHIPPLE: Understood.

25 MADAM COURT REPORTER: Your Honor, while

1 we're waiting, can you make one announcement to
2 everyone to make sure if they do make an objection
3 or speak, if they would please say their name just
4 so that I don't get confused on who's talking?

5 REGULATORY LAW JUDGE WALKER: Sure.

6 MADAM COURT REPORTER: Thank you so much.

7 MS. WHIPPLE: This is Jackie Whipple for
8 Evergy. I'll be giving the opening statement.

9 REGULATORY LAW JUDGE WALKER: Can you
10 spell your name for the court reporter, please.

11 MS. WHIPPLE: Jacqueline Whipple,
12 J-A-C-Q-U-E-L-I-N-E. I also go by Jackie. Last
13 name is Whipple, W-H-I-P-P-L-E. And my information
14 is in the record.

15 MR. PRINGLE: And if it helps the court
16 reporter, the objection voiced earlier on behalf of
17 Staff was Travis Pringle.

18 MADAM COURT REPORTER: Thank you very
19 much. I appreciate that.

20 MR. PRINGLE: No problem.

21 MS. WHIPPLE: May it please the
22 Commission. Good morning, as explained in Evergy's
23 application and prefiled testimony, this case
24 involves Evergy's request for the Commission's
25 approval of its large load power service, also

1 referred to as LLPS, rate plan, including schedule
2 LLPS and its associated writers, along with
3 conforming changes to existing tariffs and related
4 updates to Metro's and West's general rules and
5 regulations.

6 In addition and as I will later describe
7 further, Evergy requests today the Commission's
8 approval of the September 25, 2025, nonunanimous
9 stipulation and agreement, which we may refer to as
10 the Stipulation or the Stipulation and Agreement, to
11 which the following parties are signatories:
12 Evergy; Ameren; Google; Data Center Coalition, or
13 DCC; Renew Missouri; Velvet Tech Services; Nucor
14 Steel Sedalia; the Sierra Club.

15 Likewise, Liberty has indicated that it
16 does not object to the stipulation; although, it is
17 not participating in today's hearing.

18 Today, we believe the Commission is faced
19 with a choice. Does the Commission choose to
20 encourage economic development and load growth in a
21 responsible and fair way in the state of Missouri,
22 or will the Commission cede that opportunity to
23 surrounding states including Kansas?

24 As this Commission is well aware, the
25 national electrical grid is experiencing the most

1 dramatic load growth in modern history driven by AI,
2 data center development, industrial electrification,
3 onshoring and decarbonization objectives.

4 These developments are impacting Southwest
5 Power Pool, or SPP, which has warned that demand for
6 electricity is outpacing the supply from its
7 generation fleet.

8 Even more specific to Missouri, Evergy's
9 energy pipeline includes over six gigawatts of
10 potential new load. Several customers have acquired
11 land or land rights within the state, signed letters
12 of agreement or made financial commitments to
13 Evergy, including that a large Meta facility is
14 already secured within the state of Missouri.

15 The earliest time frame that LLPS
16 customers could start to take service from Evergy is
17 first quarter of 2026.

18 While the scale of growth is
19 unprecedented, so too are the economic benefits that
20 come with it, including thousands of future
21 construction and permanent jobs, incremental tax
22 base and longer-term technology infrastructure
23 improvements.

24 The Commission and Missouri utilities are
25 well positioned to facilitate the economic

1 development driven by these large loads because of
2 Missouri's newly enacted Senate Bill 4 codified at
3 Section 393.130.7.

4 Eversource believes, and all of the nonstate
5 agency parties to the stipulation agree, that
6 adopting the nonunanimous stipulation and agreement
7 is the path forward.

8 Section 393.130.7 enables electrical
9 corporations to, quote, develop and submit to the
10 Commission schedules to include in the Electrical
11 Corporation Service Tariff applicable to customers
12 who are reasonably projected to have above an annual
13 peak demand of 100 megawatts or more.

14 The schedules should reasonably ensure
15 such customer's rates will reflect the customer's
16 representative share of the costs incurred to serve
17 the customers and prevent other customer class's
18 rates from reflecting any unjust or unreasonable
19 costs arising from service to such customers, end
20 quote.

21 In response to the influx of large load
22 customer interests in Missouri and in compliance
23 with Senate Bill 4, Eversource has developed the LLPS
24 rate plan, which is now modified by the stipulation.

25 As described in Eversource's application and

1 the prefiled testimony of Evergy's witnesses, the
2 LLPS rate plan is founded on the Commission-approved
3 structure for large commercial and industrial
4 service but is enhanced to accommodate today's very
5 large customers who are distinct in scale and
6 sophistication.

7 As I noted, the stipulation was filed as a
8 modification to Evergy's original tariff proposal.
9 Only Staff and OPC are nonsignatories to the
10 stipulation.

11 I will highlight key aspects of the
12 Company's modified tariff proposal, but all of the
13 ways in which the stipulation modifies Evergy's
14 original application are detailed by Company Witness
15 Gunn in his supporting testimony filed in support of
16 the stipulation on September 29 and which was
17 granted into the record this morning.

18 Overall, the modified LLPS rate plan can
19 be implemented practically. It maintains the
20 Company's and existing customer's ability to benefit
21 from these economic development opportunities in
22 Missouri, and it effectively balances costs and
23 protections among all customers.

24 Accordingly, Schedule LLPS applies to new
25 Missouri customers with monthly peak demands

1 reasonably expected to be at or above 75 megawatts
2 and for existing customers who add 75 megawatts or
3 more of incremental load.

4 The LLPS structure is aligned with the
5 Company's LPS rate architecture while incorporating
6 additional protective and customer-choice features,
7 including but not limited to a service agreement
8 with a minimum term that includes up to five years
9 of an optional transitional load ramp period plus 12
10 years for LLPS customers exceeding 75 megawatts.

11 It includes minimum bill and minimum
12 demand commitments with defined capacity reduction
13 and termination fee frameworks to protect
14 nonparticipants from stranded cost risks.

15 It includes credit worthiness and
16 collateral requirements. It has complementary
17 writers that enable demand response, capacity
18 management and clean energy procurement aligned to
19 customer goals.

20 The path to power queue reforms for loads
21 customers over 25 megawatts with initial
22 evaluations; refundable deposits and \$200,000
23 increments, a cluster study approach; and defined
24 priority for community interest projects.

25 There are also clear rules for cost

1 responsibility of transmission costs that require
2 them to be paid by the requesting large load
3 customer, excluding SPP network upgrades. The
4 general rules and regulations are updated to
5 memorialize these regulations and obligations.

6 There's also a mechanism for recovering
7 additional costs to serve the large loads, the cost
8 stabilization writer and increased demand charge.
9 Initial pricing is set in Exhibit A of the
10 stipulation.

11 The LLPS rate plan adequately responds,
12 therefore, to the unique needs of large load
13 customers while protecting existing customers and
14 ensuring large load customers pay their
15 representative shares of incremental costs.

16 The modified LLPS rate plan also positions
17 Evergy in the middle of the fairway, with respect to
18 large load plans implemented nationwide helping
19 ensure that Missouri is able to compete effectively
20 for this new load.

21 To further explain the Company's
22 application and for purposes of your later
23 questions, the Company's witnesses are Kevin Gunn,
24 vice president of regulatory and government affairs,
25 who discusses national energy trends, the LLPS rate

1 plans, statutory and policy alignment and the
2 stipulation.

3 Jason Klindt, who is senior director of
4 external affairs. He will be adopting the testimony
5 of Evergy witness, Jeff Martin, who is retiring.

6 Jason Klindt, on behalf of the Company,
7 discusses the Company's "path to power" approach.

8 Derek Brown is the director of large
9 customer strategy and planning who serves also as a
10 key Evergy representative to the SPP. He will
11 discuss the Company's load serving capabilities and
12 commitments as well as comments on load related
13 developments within SPP.

14 Bradley Lutz is the director of regulatory
15 affairs. He discusses the intricacies of the LLPS
16 rate plan and its associated writers as modified by
17 the stipulation.

18 There are several issues notwithstanding
19 the stipulation that are still present in this
20 proceeding for the Commission's resolution.

21 Although Section 393.130.7 permits only
22 utilities to submit large load tariffs for the
23 Commission's approval, Staff in its report and
24 recommendation filed its own proposed tariff
25 regarding large load customers rather than engage

1 with Evergy's tariff, which was developed after
2 years of experience with actual large load customers
3 and months of nationwide industry benchmarking,
4 unlike Staff's proposal in this case.

5 Staff invented a holding (phonetic)
6 competing proposal. In effect and contrary to the
7 governing statute, Staff has positioned this case to
8 force the Commission to choose between Staff's and
9 the Company's diametrically opposed tariffs.

10 As a result, the following issues on the
11 parties jointly-filed list of issues still remain
12 for Commission resolution. And they are listed on
13 the PowerPoint, and they are A., B., C., D., E.a.,
14 F., G., H., I., J., K., M., N., O., P., Q., R., S.
15 and T.

16 Evergy witnesses and several other parties
17 in this case have detailed their disagreements with
18 Staff in their prefiled testimony, and Evergy's
19 witnesses will be available for the Commission's
20 specific questions during this hearing.

21 So for purposes of this opening statement,
22 I will address Staff's proposal more categorically.
23 As Mr. Gunn and Mr. Lutz testify, Staff's tariff
24 proposal is contrary to Section 393.130.7,
25 Missouri's economic development policies and

1 regulatory precedent.

2 Staff has not identified any state or
3 industry trend to support its proposal, which is
4 considerably more complex than any other large load
5 design examined by Evergy in its months of tariff
6 research.

7 Likewise, Staff developed its tariffs with
8 little to no input from real-world customers.
9 Frankly, Staff's proposal is an outlier that
10 deviates from anything Evergy has ever reviewed
11 across the country.

12 As a necessary result Staff's proposal has
13 not been tested or adopted in the United States. As
14 the customers in this proceeding even explain,
15 Staff's proposal cannot be practically implemented,
16 does not align with conventional rate-making
17 practices and instead unreasonably allocates
18 incremental costs to customers in violation of the
19 governing statute.

20 Staff expresses concern, for example, that
21 Evergy's tariff will maximize shareholder benefits
22 from, quote, positive regulatory lag, end quote,
23 associated with LLPS customers.

24 But this is misguided. As Mr. Gunn
25 explains, no statute in Missouri precludes positive

1 regulatory lag as it is a normal aspect of utility
2 rate making and cannot be invoked slowly to the
3 detriment of the utility, of course.

4 Moreover, any new revenue collected via
5 this tariff will mitigate associated cost impacts
6 and provide rate stabilization for existing
7 customers.

8 If the Company earns revenue above this
9 offset, the Commission's traditional rate making
10 processes will still apply requiring Evergy to
11 reimburse customers in the event it exceeds its
12 authorized rate of return.

13 Staff proposes that Evergy incorporate
14 fuel adjustment clause, or FAC, LLPS adjustments to
15 track the, quote, excess, end quote, revenue from
16 LLPS customers as a regulatory liability.

17 However, such approach would be a
18 significant departure from established regulatory
19 policy and Commission precedent and would unduly
20 increase regulatory burden as Mr. Lutz and Mr. Gunn
21 both explain in their testimony.

22 Evergy also disagrees with Staff that all
23 material terms should be defined in the tariffs and,
24 subject to the Commission's approval, doing so would
25 unduly restrict Evergy's ability to exercise

1 reasonable discretion while servicing LLPS customers
2 since those customer's needs are highly
3 individualized and not amenable to a
4 one-size-fits-all approach.

5 As Mr. Lutz, Mr. Martin, Jason Klindt and
6 Mr. Gunn testify, Section 393.130.7 permits the
7 Company this discretion in its tariffs.

8 Staff recommends denying all of Evergy's
9 optional writers, despite their very benefits to
10 customers.

11 Instead, Staff's proposal includes
12 additional charges and rate components at price
13 levels dependent on volatile variables that are
14 beyond the LLPS customers' control, which would
15 unnecessarily increase cost uncertainty for the
16 customer.

17 Staff also recommends registering LLPS
18 customers as separate SPP commercial pricing nodes,
19 a step that, to Evergy's knowledge, is unprecedented
20 within the SPP process.

21 As Mr. Brown explains, this approach would
22 create highly volatile -- I'm having trouble with
23 that word -- highly volatile and unpredicted rates
24 and would subject LLPS customers to costs they did
25 not solely cause.

1 Staff risks isolating Missouri from a
2 once-in-a-generation growth opportunity, and Staff
3 is inconsistent with how other jurisdictions have
4 accommodated large loads.

5 Staff even recommends arbitrarily
6 restricting the quantity of load to be provided by
7 LLPS customers foregoing the associated benefits to
8 existing customers and to the state and while being
9 unduly discriminatory to other customers.

10 Overall, Staff's tariffs would drastically
11 chill economic development in the state of Missouri
12 from LLPS customers as Evergy's and other party's
13 witnesses have testified.

14 Therefore, the Commission should approve
15 the stipulation, reject Staff's recommendation in
16 whole and approve the Company's modified tariff
17 proposal in this case.

18 As to OPC's arguments, OPC's prefiled
19 testimony generally offers blanket support for
20 Staff's recommendations without any substantive
21 analysis.

22 Different from Staff, however, OPC Witness
23 Mark's testimony asserts that certain studies should
24 be required for customers to take service under the
25 LLPS tariff.

1 However, as discussed by Everyg Witness
2 Kevin Gunn, requiring such studies is not part of
3 industry standard in SPP or across the United
4 States.

5 These studies are focused on issues that
6 are behind the meter and do not provide value for
7 advanced manufacturing or other nondata center LLPS
8 customers.

9 Witness Mark also suggests service under
10 the LLPS schedule be subject to mandatory emergency
11 curtailments.

12 But as explained by Mr. Lutz, EMW and EMM
13 already have an emergency energy conservation plan
14 memorialized in their general rules and regulations.

15 These plans define an emergency and
16 highlight the major steps that will be taken during
17 an emergency called the SPP reliability coordinator.

18 OPC Witness Mantle testifies regarding
19 Everyg's FAC, which would not need to be addressed
20 by the Commission if the Commission approves
21 Everyg's tariffs proposal in this proceeding rather
22 than Staff's.

23 The Company's proposal does not alter the
24 existing FAC structure except for some immaterial
25 changes regarding certain renewable programs, as

1 Mr. Lutz explains further.

2 Importantly, existing customers will
3 actually receive an advantage in the form of
4 mitigated cost impacts and rate stabilization when
5 large load customers' revenues flow through the
6 existing FAC as it currently operates.

7 In conclusion, Evergy's modified LLPS rate
8 plan satisfies Section 393.130.7 by reasonably
9 ensuring large load customers pay their
10 representative share of costs and by preventing
11 unjust or unreasonable costs from being shifted to
12 other customers.

13 It meets the needs of Missouri's grid and
14 economy, and it does so with the protections,
15 transparency and flexibility that this Commission
16 expects.

17 Staff's and OPC's alternative proposal is
18 radical, unlawful and impractical in stark contrast.
19 It would needlessly and severely impair Missouri's
20 competitiveness at precisely the moment when prudent
21 policy can deliver durable public benefits in this
22 state.

23 Evergy respectfully requests approval of
24 the stipulation and of its application as modified
25 by the stipulation in full. Thank you.

1 MS. HANSEN: Good morning. And for the
2 court reporter, my name is Andrea Hansen, and I am
3 giving the opening statement for Staff.

4 REGULATORY LAW JUDGE WALKER: Will you
5 spell your name for the court reporter?

6 MS. HANSEN: Absolutely. It's
7 A-N-D-R-E-A, H-A-N-S-E-N.

8 Good morning and may it please the
9 Commission. My name is Andrea Hansen, and I am one
10 of the attorneys representing Commission Staff on
11 this case.

12 My colleagues, Travis Pringle and
13 Alexandra Klaus, are also representing Commission
14 Staff in this case.

15 Since it was established in 1913, the
16 Missouri Public Service Commission has had many
17 decisions that have had far-reaching consequences.
18 The case before the Commission today is no
19 exception.

20 The loads that will be served under the
21 tariffs authorized in this case will be far larger
22 than any load of a customer currently served in any
23 investor-owned utility in the state of Missouri
24 today.

25 Both Commission Staff and the OPC

1 recognize the potential impacts of this decision.
2 As such, both parties are aligned pertaining to the
3 potential impacts Evergy's application will have on
4 existing rate payers.

5 Evergy filed this application under
6 Section 393.140 Subsection 11 of the revised
7 statutes of Missouri and the Commission's general
8 rule regarding applications.

9 Section 393.140 describes the general
10 powers of the Commission in respect to gas, water,
11 electricity and sewer services.

12 More specifically, Subsection 11 describes
13 in part that the Commission has the power to require
14 every electrical corporation to file with the
15 Commission and to print and to keep open-to-public
16 inspection schedules showing all rates and charges
17 made established or enforced or to be charged or
18 enforced and all forms of contract or agreement and
19 all rules and regulations relating to rates, charges
20 or service used or to be used and all general
21 privileges and facilities granted or allowed by such
22 electrical corporation.

23 Importantly, that subsection ends by
24 stating the Commission shall also have power to
25 establish such rules and regulations to carry into

1 effect the provisions of the subdivision as it may
2 deem necessary and to modify and amend such rules or
3 regulations from time to time.

4 Why is this so important? It is so
5 important because the Commission is in the driver's
6 seat when it comes to determining what is reasonable
7 in this case and the Commission has options in
8 making this determination.

9 For instance, we are aware that EMM; EMW;
10 Ameren, Missouri; Google; Velvet Tech; Nucor; the
11 Data Center Coalition; Sierra Club; Renew Missouri
12 have entered into and filed a nonunanimous
13 stipulation and agreement.

14 Staff as noted in its filed objection to
15 that stipulation -- as Staff as noted in its filed
16 objection to that stipulation, this stipulation will
17 result in increases to the bills of existing
18 customers through the FAC and will not comply with
19 Missouri law, and Staff also intends to further
20 brief on this issue.

21 Staff recommends that the Commission
22 reject the stipulation to which neither Staff nor
23 the OPC are a party. And if, if the Commission does
24 order a tariff to be filed on the basic terms of
25 this stipulation, Staff begs the Commission to

1 require tracking of revenues and expenses to a
2 regulatory deferral account to be addressed in a
3 future general rate case.

4 There are some additional options. These
5 are the Commission can reject Evergy's application;
6 the Commission can approve Evergy's application; the
7 Commission can approve Evergy's application, subject
8 to conditions, which here Staff would urge the
9 Commission to order a tariff filing consistent with
10 the tariff set out in Schedule 1 to Sarah Linge's
11 (phonetic) sur rebuttal testimony.

12 Because no tariffs have been filed in this
13 case, no deadline clock has started and the
14 Commission needn't be rushed in its decision.

15 The Commission can hear all of the
16 evidence in this case and all of the evidence in
17 ET-2025-0184, Ameren, Missouri's large load tariff
18 filing, and making its decision after hearing both
19 of those cases.

20 While Staff does not support end-use
21 rates, the Commission could determine that Evergy's
22 proposed tariff applies only to data centers, as
23 supported by OPC Witness Jeff Mark's surrebuttal
24 testimony. Or the Commission could order a working
25 docket to facilitate Commission input into the

1 development of a final tariff.

2 There are three broad questions that Staff
3 encourages the Commission to keep in mind as you
4 listen today to testimony and as you make your
5 decision in the coming weeks.

6 Question number one, how do we ensure that
7 in designing rates that work for data centers the
8 Commission does not order rates that create barriers
9 of entry for other large customers?

10 This case is about creating a tariff to
11 serve a diverse pool of potential customers which
12 may include data centers, but it could also include
13 factories, (indiscernible), agriculture and
14 technologies that may not even exist today.

15 That potential diversity necessitates a
16 rate structure allows a reasonable rate to be billed
17 to each customer.

18 Such a rate structure will not be a flat
19 energy demand -- sorry, and flat energy charge and a
20 static minimum demand as proposed by the signatory
21 parties to the stipulation mentioned above.

22 Every witnesses have painted Staff's
23 recommendation recommended rate structure as
24 complicated, but Staff's recommended rate structures
25 are far simpler than the annual billing demand and

1 hours-use rate elements that Evergy currently
2 applies to customers far smaller and far less
3 sophisticated than potential large load power
4 service customers, or LLPS customers.

5 Staff's recommendation leans on
6 transparency and flexibility for a wide variety of
7 industry types as opposed to the stipulation
8 approach, which enables Evergy to capture massive
9 amounts of revenue for shareholders between rate
10 cases and is likely to lead to far more contentious
11 rate cases in the future, which due to the
12 confidential customer information could also involve
13 significant amounts of time, days to weeks of
14 in-camera hearing.

15 Question number two, what are the right
16 rates under Senate Bill 4 codified in part as
17 Section 393.130.7 of the -- in the revised or the
18 Missouri revised statute Section 393.140, the
19 statute under which Evergy filed this application.

20 Staff's approach facilitates rightsizing
21 the bills of potentially diverse customers, and
22 Staff's approach is more transparent than Evergy's
23 proposed rate structure.

24 Staff's proposed rate elements are rooted
25 in cost causation. The components used by Staff in

1 this approach to rate structure in the incident case
2 are the elements that are reviewed and allocated in
3 class cost of service studies.

4 The usage of these components allow
5 customer bills across diverse industries that may be
6 served through all the rate schedule to better
7 reflect the cost of serving each customer.

8 Staff proposes demand deviation charges
9 and imbalance charge -- charges that work better
10 rather than a static minimum demand charge.

11 This approach operates in a way that
12 benefits customers who do not have a one-hundred
13 percent load factor without overcharging customers
14 with a flat load.

15 This would better serve potentially
16 diverse customers that are not data centers. A
17 significant concern with the Evergy approach is the
18 lack of transparency, especially as Evergy's
19 approach contemplates customer agreements, which
20 would vary the calculations of bills for LLPS
21 customers from the tariffed calculation and
22 potentially include a series of offsetting
23 agreements and pricing terms.

24 In fact, Evergy's position statement in
25 this case states that a form customer agreement

1 should not be included in the Commission-approved
2 LLPS rate tariffs resulting from this case.

3 Evergy's rationale in taking this position
4 is because, one, Evergy believes a formed customer
5 agreement would unduly restrict Evergy's discretion
6 in servicing large customers; two, that the elements
7 included on a given customer's bill will inherently
8 vary from customer to customer; and three, that the
9 pricing within these elements is also unique from
10 customer to customer.

11 Thus, in Evergy's opinion, it is not
12 reasonable to subject the LLPS customer to a form
13 service agreement.

14 This is not consistent with a filed rate
15 doctrine. And the Commission should ask, one, does
16 the large load tariff in this stipulation really set
17 out the rates and terms for those customers, or,
18 two, will customers effectively be served under
19 special rate contracts without the prior approval
20 and oversight that the Commission has historically
21 exercised over special contracts.

22 The stipulations deference to customer
23 service agreements does not provide the level of
24 transparency needed for the Commission to
25 effectively determine whether Evergy is complying

1 with statutes and rules.

2 And this is just one small aspect of
3 Evergy's proposal. Evergy's position on this issue
4 is in contrast to Missouri's large load -- to Ameren
5 Missouri's large load customer proposal, which
6 includes a form agreement or ESA.

7 One should know as well that, Ameren
8 Missouri has been forthcoming in providing examples
9 of additional or supplemental agreements upon
10 request of Staff.

11 The lack of transparency afforded by
12 Evergy's proposed customer agreements is partly why
13 Staff recommended an alternative under which any
14 customer considering taking service in the EMM or
15 EMW territories can simply look at the published
16 tariff in conjunction with their own usage
17 projections and readily estimate what they're bill
18 would be without resorting to customer-specific
19 terms and pricing.

20 The third and last question Staff requests
21 that the Commission keep in mind today during
22 today's hearing and ultimately in making its
23 decision is: Are other customers impermissibly
24 harmed?

25 Large load customer revenues cannot

1 improve affordability if the revenues from the bills
2 they pay are retained by Evergy.

3 Senate Bill 4 enacted this August and for
4 this case codified under 393.130.7 requires each
5 utility to have tariff provisions applicable to
6 customers who are reasonably projected to have above
7 an annual peak demand of 100 megawatts or more.

8 That reasonably ensures that customers
9 rates will reflect the customer's representative
10 share of the costs incurred to serve the customers
11 and prevent other customer classes rates from
12 reflecting any unjust or unreasonable costs arising
13 from service to such customers and allows the
14 Commission to order tariff schedules applicable to
15 customers with lower annual peak demand.

16 If rates set for LLPS customers do not
17 cover the new cost of service to serve those
18 customers, then existing rate payers are worse off.

19 If the revenue provided by LLPS customers
20 is retained by Evergy and not passed through the
21 revenue requirement calculation but the increases to
22 cost of service are, then existing rate payers are
23 worse off even if the rates paid by LLPS customers
24 covers the cost of service.

25 It's worth repeating that large load

1 customer revenues cannot improve affordability if
2 those revenues are retained by Evergy. The
3 Commission should question and scrutinize Evergy on
4 what happens to the revenue.

5 And again, if the Commission orders a
6 tariff filing consistent with the stipulation, Staff
7 requests that this Commission require tracking of
8 revenues and expenses to a regulatory deferral
9 account to be addressed in Evergy's next rate cases.

10 Staff notes that the concepts behind
11 several of Evergy's writers are worth exploring, but
12 for now, let's assume that we can set rates for LLPS
13 customers in this case that are exactly right and
14 perfectly recognize the differences between LLPS
15 customers and existing customers.

16 The details of the interaction between --
17 the detail of the interaction of these writers and
18 these hypothetical, just-right rates would need to
19 be carefully thought out and evaluated. This will
20 require a future docket. Writers that will
21 interfere with prudent planning should be rejected.

22 As some final thoughts, I would like to
23 firmly and clearly state that Staff is not against
24 economic development.

25 However, Staff is opposed to regulatory

1 lag that benefits Evergy shareholders to the
2 detriment of remaining rate payer base -- rate payer
3 base as well as the creation of a barrier of entry
4 for future nondata center large load customers,
5 which in actuality have greater job building
6 potential than data centers.

7 Staff does not inappropriately single out
8 these large customers for any sort of unfair
9 treatment. Customers of this size, whether Noranda,
10 Nucor, Praxair or Velvet Tech have always -- have
11 nearly always been the subject of special tariffs
12 from Missouri utilities, and the complexities of
13 Schedules SIL and MKT are good examples of what
14 special tariffs look like in a (indiscernible)
15 world.

16 And, again, to reiterate, Staff is not
17 opposed to the creation of a working docket to
18 facilitate Commission input and to the development
19 on a final tariff.

20 Staff remains ready to work with
21 stakeholders in developing large load tariffs, and
22 it is true that Staff takes seriously Senate Bills
23 4 -- Senate Bill 4's charge that tariff provisions
24 reasonably ensure such customer's rates will reflect
25 the customer's representative share of the costs

1 incurred to serve the customers and prevent other
2 customer classes' rates from reflecting any unjust
3 or unreasonable costs arising from service to such
4 customers.

5 Eleven members of Staff are here today to
6 answer questions, provide explanations and give
7 additional clarity to Staff's recommendation and
8 testimony.

9 The Staff witnesses you will hear from
10 today are Jim Busch, Shawn Lange, Michael Stahlman,
11 Brooke Mastrogiannis, Jordan Hull, Brad Fortson,
12 Amanda Urandia, Brodrick Niemeyer, Claire Eubanks,
13 Jay Lubert and Sarah Linge.

14 I'll do my best to answer any questions
15 you may have or try to direct you to the individual
16 who can answer those questions. Thank you again for
17 your consideration of this immensely important case.

18 REGULATORY LAW JUDGE WALKER: Are there
19 any Commission questions? Okay, hearing none, I'm
20 going to ask the Office of Public Counsel if they
21 would like to go next or last.

22 MR. CLIZER: (Inaudible.)

23 REGULATORY LAW JUDGE WALKER: Okay.
24 Ameren?

25 MR. LOWERY: Good morning, and may it

1 please the Commission. I'm Jim Lowery and along
2 with Wendy Tatro and Paula Johnson. And we
3 represent Ameren Missouri in this case.

4 One thing I think we do agree with Staff
5 on is that this case, and Ameren Missouri's similar
6 case, present some really important issues for you
7 to consider.

8 The resolution of those issues will likely
9 have a profound impact on Missouri Electric
10 Utility's ability to do what the PSC law requires
11 that they do, and that is provide service to all who
12 desire in their service territory on terms and rates
13 -- and at rates that reflect just and reasonable
14 terms and rates.

15 The Commission's resolution of the large
16 load customer issues in this case and in Ameren
17 Missouri's case as well will also likely have a
18 profound impact on the state's ability to capture
19 the economic development opportunities that the
20 state clearly wants to capture.

21 The evidence in this case strongly
22 supports the conclusion that businesses that are
23 going to be a part of the 21st century economy,
24 including large load customers who would be served
25 under Evergy's tariff, under Ameren Missouri's

1 similar tariff, present an immense opportunity for
2 Missouri to capture, literally, billions of dollars
3 of investment.

4 That investment will come, with it, will
5 come a greatly increased tax base, it will become --
6 it will employ Missourians, both in construction and
7 permanent jobs and more jobs, I think, than Staff
8 gives credit for.

9 That investment will also bring a
10 substantial increase in economic activity generally
11 driven by those investments, by goods and services
12 consumed by the people building the facilities and
13 by the workers, both construction and permanent
14 workers, who will be working at those facilities.
15 And that, in turn, will create more economic benefit
16 throughout the communities where they locate and
17 throughout the state, generally.

18 Now, I think it's always true that with
19 these economic development opportunities, and I
20 think that's true of any opportunity that you have,
21 as the saying goes, nothing ventured, nothing
22 gained.

23 I mean, there's a certain amount of risk
24 that comes along with any opportunity that one
25 pursues. That's just the way it is. And those

1 risks do require thoughtful regulation by the
2 Commission. And that's why we're here today, for
3 the Commission to exercise its regulatory authority.

4 Evergy's proposal and Ameren Missouri's
5 proposal filing do address those risks by reflecting
6 thoughtful, balanced and fair terms designed to do a
7 couple things.

8 First of all, they're designed to actually
9 capture the opportunity, to capture the economic
10 development opportunity that the state wants to
11 capture.

12 And secondly, they are designed to do so
13 in a manner that comports with Senate Bill 4,
14 specifically Section 130 -- 393.130.7 and to do what
15 that statute requires: Reasonably ensure that the
16 operation of those tariffs together with the
17 Commission's ongoing oversight over terms of service
18 and over rates -- and that's important. The
19 Commission does have ongoing oversight -- doesn't
20 end in this case; will mean that large load
21 customers ultimately are fair and that rates for
22 other customers are also fair.

23 Make no mistake, if we don't do the first,
24 if we don't capture the opportunity, then what the
25 terms and conditions and rates are won't matter

1 because there won't be any customers to which they
2 would apply in the first place.

3 As Ameren Missouri Witness Rob Dixon
4 details in his surrebuttal testimony, there are
5 numerous state legislative and executive policy
6 priorities that clearly establish that the policy of
7 the state is to capture economic development
8 opportunities because doing so is vital to the
9 long-term prosperity of the state.

10 As Mr. Dixon puts it, and I quote, it is
11 difficult to think of any Missouri governor or
12 General Assembly in recent memory who has not made
13 economic development one of their top priorities.

14 That is certainly true of both the current
15 and immediately previous governor whose terms have
16 coincided with the recent boom in large load and
17 data center development, end quote.

18 And Mr. Dixon, I think, aptly sums up the
19 task before the Commission in this way, quote, what
20 the Commission should be doing here is to decide,
21 based on the record in this case, whether Evergy's
22 proposal will support the state's goals in promoting
23 economic development while providing the reasonable
24 assurance from a regulatory standpoint Senate Bill 4
25 requires, end quote.

1 I note that the federal government
2 similarly recognizes the importance of, for example,
3 data centers to national security.

4 You have a choice before you, and I think
5 that's been made pretty clear by Evergy's and
6 Staff's opening statements and by their cases.

7 You have a choice in this docket, and it's
8 a binary choice, between two competing proposals
9 that can't be reconciled with each other.

10 It's not -- it's not a case where you can
11 find middle ground and somehow meld them together.
12 They are binary, vastly different approaches to
13 large load customer tariffs. And there's really no
14 getting away from that.

15 I'm not going to go into the details of
16 each. Evergy and Staff have already done that quite
17 a bit this morning.

18 But what I will say, is that of the two
19 proposals, only Evergy's, as modified somewhat by
20 the stipulation, although the basics of it remain
21 the same as filed, is faithful to both the economic
22 development priorities of the state and to the
23 actual terms of 393.130.7, which when you distill
24 the statute to its essence, it's requiring the
25 Commission to determine that there is reasonable

1 assurance that large load customer rates and terms
2 will be fair and reasonable assurance that the rates
3 and terms for other customers will be fair.

4 Unlike Evergy's approach, Staff's proposal
5 is not faithful to both those economic development
6 priorities and to the statutory terms, which as
7 Governor Kehoe said when he signed it, was actually
8 intended to, quote, support long-term economic
9 development of the state.

10 Now, why is Staff's approach not faithful?
11 The evidence will show that it is a hodgepodge of
12 complex, unnecessary, opaque, overly risk-averse and
13 burdensome terms, conditions and rates that are
14 divorced from any basis in Evergy's actual cost of
15 service and that our biased toward overcharging
16 large load customers.

17 Moreover, as has been pointed out this
18 morning, it's uninformed by the needs of large load
19 customers that the state seeks to attract in the
20 first place, and therefore, it can't promote
21 economic development. In fact, it's likely to deter
22 economic development in the first place. Again, if
23 you don't capture the opportunity, the terms won't
24 matter.

25 We need only read Staff industry analysis

1 director Jim Busch's testimony to appreciate why the
2 Staff has developed the proposal that it has put
3 before you.

4 Notwithstanding what Staff counsel said a
5 few minutes ago, Mr. Busch's testimony reflects his
6 opinion that the economic advantages of attracting
7 large load customers, I guess specifically data
8 centers is what he was talking about, to -- again,
9 attracting that investment in Missouri is simply,
10 quote, not worth the risk. That's what he said.

11 And so what has Staff done? Well, Staff
12 has developed an uncompetitive proposal that appears
13 to substitute its view point for the state's
14 decisions about the importance of economic
15 development and that suffers from the
16 (indiscernible) I just mentioned and created a
17 situation where nothing will be ventured and nothing
18 would be gained if that proposal were adopted.

19 Although Staff repeatedly -- and I would
20 point this out, they repeatedly cite 393.130.7 as if
21 it supports their tariff structure.

22 But they do so in a conclusory fashion.
23 They never provide a cogent interpretation of what
24 the statute means, but it's not difficult to see
25 what they think it means when you look at their

1 proposal.

2 It ignores the actual language of the
3 statute, and it ignores the context in which it was
4 adopted. It reflects Staff's view, it appears to
5 me, not that large load customer tariffs should
6 reasonably ensure that, essentially, rates are fair
7 on both sides, but there should be an iron clad
8 guarantee that large load customers are, in effect,
9 ring fenced such that other customers don't
10 experience a single cent of cost that could even
11 conceivably be considered to have been caused by
12 service to provide them -- provided to them.

13 Nevermind that the utility has an
14 obligation to serve those in a service territory and
15 to not discriminate amongst those customers.

16 If Staff's view point of what 390.130.7
17 means were adopted, then the General Assembly, by
18 adopting that statute, has in effect undone all of
19 the economic development related statutes that the
20 General Assembly has put in effect and Governor
21 Kehoe's signing of Senate Bill 4 is not going to
22 support economic development in the state as he said
23 it would when he signed it, but instead, it's going
24 to severely hamper it.

25 As Mr. Dixon puts it, adoption of Staff

1 proposal would amount to erecting a "closed for
2 business" sign at the borders of Missouri.

3 Compare that message to the message other
4 states are sending who have adopted tariffs that
5 are, in effect, pretty similar to Evergy's because
6 Evergy actually modeled their terms to a great
7 degree on what is happening across the country, in
8 the states with which (indiscernible) competing.

9 And that includes Kansas, our neighbor to
10 the west, where a diverse group of parties,
11 including the KCC staff and the consumer advocate in
12 Kansas have agreed on a large load customer tariff
13 that looks much like the proposal that is before you
14 in this case.

15 I want to address one other issue this
16 morning that's apart from the terms and conditions
17 of Staff's and Evergy's large load tariff proposals.
18 And that is, I wish to -- that is Staff's attempt to
19 inappropriately bootstrap into this case the
20 ratemaking treatment of future electric service
21 revenues.

22 This case is about large load customer
23 tariff terms and conditions. It's not about future
24 revenue requirements and future rate cases where all
25 relevant factors will be considered.

1 What Staff is proposing to do is yank away
2 what could be positive regulatory lag temporarily
3 created by these customers as they ramp up their
4 operations. And it's inappropriate for them to do
5 so in this case. It doesn't need to be done in this
6 case. But it's inappropriate for a number of
7 reasons.

8 First of all, it's a one-sided proposal.
9 It's a one-way tracker, and it ignores the fact that
10 utilities consistently and persistently face
11 negative regulatory lag all the time. That's the
12 way the system works. But Staff Just wants to
13 capture one side of the equation.

14 Second, it's contrary to the basic reason
15 regulatory lag exists in the first place. One of
16 the most basic principles of public utility
17 regulation, to inscient cost control and efficiency,
18 as Staff, itself, has, on many occasions, indicated
19 should be done.

20 And finally, it's biased and grossly
21 overstates the possible positive regulatory lag that
22 large load customers could provide. And I'm not
23 going to go into all the reasons why that's the
24 case, but Mr. Wills in his surrebuttal testimony
25 lays out several reasons why it grossly overstates

1 the possible positive regulator lag.

2 In closing, I want to circle back to where
3 I started. This is an important case and so, too,
4 is Ameren Missouri similar case. As you recognize
5 in your intervention orders in both cases, that
6 Staff has, in substance, made the same proposal in
7 both this case and Ameren Missouri's case, ties
8 those cases together even more closely because
9 you've really got the same proposal made in both
10 cases.

11 Consequently, in making what will be, at
12 least from a practical perspective, policy decisions
13 about how the state law and policy should be applied
14 in this context, in the context of large load
15 customers, the Commission should give strong
16 consideration to taking its decision in this case
17 under advisement once it's submitted, hearing Ameren
18 Missouri's case, and only then making its decision
19 in both cases.

20 Only then -- this approach will, as you,
21 yourself, put it in one of your intervention orders,
22 allow evaluation of, quote, both approaches to large
23 load customer demand and ultimately issue tariffs
24 that are in the best interest of the state and of
25 all customers, end quote.

1 I appreciate your attention, and if there
2 are any questions I can answer at this time, I'll do
3 my best to do so.

4 REGULATORY LAW JUDGE WALKER: Can the
5 attorney for Ameren please spell his name for the
6 court reporter.

7 MR. LOWERY: Jim, J-I-M, Lowery,
8 L-O-W-E-R-Y.

9 REGULATORY LAW JUDGE WALKER: Thank you.
10 Are there any Commission questions? Okay. Google?
11 Please state and spell your name for the court
12 reporter.

13 MR. SCHULTE: Thank you, Judge. I'm
14 Andrew Schulte. First name spelled as you would
15 expect, A-N-D-R-E-W, last name, S-C-H-U-L-T-E. And
16 along with Frank Caro and Jarod Jevons, we represent
17 Google, LLC, in this proceeding.

18 And good morning, Chair Hahn, Judge
19 Walker. Good morning, Commissioner Kolkmeyer, and
20 good morning to Commissioners Coleman and Mitchell
21 as they listen online.

22 We appreciate the opportunity to be here
23 today, and we appreciate the leadership that the
24 state of Missouri has shown on large loads.

25 That includes the proactive tariff filing

1 by Evergy, the direction provided by the General
2 Assembly through the passage of Senate Bill 4 and
3 the diligence of this Commission in presiding over
4 this pivotal case.

5 Before addressing the merits of the issues
6 before you today, I want to provide some background
7 on Google's efforts to develop data centers
8 responsibly.

9 Given the increased focus of data center
10 load growth and artificial intelligence, or AI more
11 broadly, we believe it is important to state the why
12 and of Google's approach to data center deployment
13 across the state, the nation and the world.

14 Google's data center development and
15 investment is defined and informed by the following
16 pillars: First, advancing vital infrastructure.
17 That means building the necessary infrastructure of
18 tomorrow to support connection, digitization and
19 prosperity for all.

20 Second, accelerating the economy. That
21 means bringing more economic activity, new business
22 and growth opportunities to the communities we call
23 home.

24 Third, investing in communities. That
25 means collaborating with each community and

1 providing long-term support through grants,
2 educational programs and other initiatives.

3 And fourth, innovative sustainable
4 solutions. That means driving advancements in
5 sustainability every day by accelerating the clean
6 energy transition, continually improving efficiency
7 and preserving natural resources.

8 As Google takes business decisions -- as
9 Google makes business decisions regarding growth in
10 the region, clear policy and signals and regulatory
11 frameworks are key components that help Google make
12 informed and long-term business decisions.

13 In Google's view, the recently passed
14 Senate Bill 4 lays the groundwork for what should be
15 a clear, objective and transparent framework for
16 infrastructure investment across the state.

17 Because of Senate Bill 4, companies like
18 Google can explore multi-billion dollar investments
19 with increased confidence knowing that there will be
20 a clear regulatory path that balances flexibility
21 with appropriate levels of Commission oversight.

22 Additionally, Missouri's long history of
23 affordable and reliable service coupled with its
24 forward looking regulatory structure make it well
25 positioned among states competing for large scale

1 data center and AI investment.

2 This is why we view Missouri not just as a
3 location for new facilities but as a partner in
4 building the infrastructure of the digital future.

5 The current -- the current dynamics within
6 the energy industry and the global economy places us
7 in historic and evolving environment.

8 This dynamic requires an active commitment
9 to develop and advance new solutions, which should
10 be the result of a deliberate process that considers
11 the impact of all affected stakeholders helping us
12 to achieve our shared goals.

13 Risk management and financial risk sharing
14 structures are central to that discussion.
15 Utilities and rate payers, more broadly, have
16 historically borne the investment risks associated
17 with demand forecasting and accuracy.

18 As a good corporate and good citizen,
19 Google recognizes, however, that at current demand
20 projection levels, which include AI, cloud computing
21 and policies supporting the onshoring of advanced
22 manufacturing, it is important that the cost and
23 benefits of new infrastructure are appropriately
24 balanced and assigned.

25 While Google recognizes that projections

1 of new load growth have raised concerns among a wide
2 variety of impacted parties, we believe this
3 situation presents a unique opportunity.

4 This is a chance for regulators, customers
5 and utilities to establish partnerships that can be
6 leveraged to power the digital economy moving
7 forward.

8 Data centers are not just large consumers
9 of power. They are also economic and operational
10 partners that provide important advantages to
11 electric utilities like Evergy and their customers.

12 For example, the operational advantages
13 are numerous. They include data centers that are
14 consistent and predictable consumers of energy that
15 support the more efficient operation and planning of
16 the electric utility grid. It enables utility
17 system planners and grid operators to optimize
18 existing generation and transmission infrastructure
19 which can delay new infrastructure investments and
20 improve overall system efficiency.

21 Many large load customers engage in demand
22 management, which further enhances grid stability
23 and reliability.

24 There are also numerous economic
25 advantages associated with data centers coming

1 online. Those advantages include data center's
2 consistent energy usage, which helps distribute
3 fixed costs across a larger energy volume;
4 contributing to a lower average cost per kilowatt
5 hour for all customers.

6 Google, in particular, is leading with
7 several strategic initiatives that provide
8 significant operational benefits to electric
9 utilities like Evergy and their customers. These
10 include long-term energy storage technology.

11 Specifically, Google recently partnered
12 with Energy Dome who developed a CO2 battery
13 technology that can continuously dispatch energy for
14 eight to twenty-four hours.

15 This technology can help stabilize the
16 grid by providing natural inertia from rotating
17 machinery, to act as a shock absorber and smooth out
18 sudden changes in frequency.

19 Google is also involved in demand-side
20 flexibility initiatives. These include developing
21 the capability to dynamically shift computing tasks
22 and data consumption across its data centers to
23 enable access to available carbon-free electricity
24 and to provide additional capacity when requested by
25 system operators.

1 Google is a major contributing partner in
2 DCFlex, which is EPRI's, or the Electric Power
3 Research Institute's, new initiative to create
4 frameworks for data centers to support and
5 strengthen the grid through demand-side flexibility.

6 Google and other data centers developers
7 are investing in advanced transmission technologies.
8 Google recently announced an initiative to
9 accelerate deployment of next-generation
10 transmission technology, specifically advanced
11 conductors, across the U.S. electric grid to enhance
12 the capability and capacity of existing transmission
13 lines at a fraction of the cost of installing new
14 transition.

15 In their opening statements, Evergy and
16 Ameren addressed the numerous flaws with Staff's
17 proposal. Google agrees that there are numerous
18 fatal flaws with Staff's proposal, and those are
19 explained in Dr. Barry's surrebuttal testimony on
20 behalf of Google.

21 I will not burden the record here by
22 repeating all of those flaws; however, I do want to
23 say a few words about Google's unique perspective on
24 Staff's proposal.

25 Google has participated in large load

1 tariff proceedings in multiple jurisdictions. In
2 the Midwest specifically, Google has participated in
3 proceedings in Kansas, Ohio and Indiana in addition
4 to Missouri.

5 In Kansas and Indiana, the parties reached
6 unanimous global settlement agreements. The tariffs
7 developed through each of those proceedings followed
8 an emerging consensus on how to build -- on how to
9 balance the benefits and opportunity of large loads
10 versus the risks represented by those loads.

11 Generally speaking, the tariffs
12 established thresholds for tariff applicability;
13 minimum contract terms, including a load wrap
14 period; contract capacity requirements, including
15 permissible capacity reductions with notice and
16 fees; termination provisions, including significant
17 notice and exit fee requirements; applicable rates
18 and charges, including minimum monthly bills; and
19 customer creditworthiness and collateral or security
20 requirements.

21 Some of these large load tariffs also
22 address procedures and processes and costs
23 associated with interim capacity. Optional writers,
24 including customer capacity writers, demand response
25 writers, clean energy writers and more, and they

1 also address requirements for customer-specific
2 service agreements.

3 The stipulation and agreement in this case
4 is similar to the unanimous settlement agreement
5 filed in Kansas, and we recognize that the Kansas
6 settlement agreement is not determinative.

7 However, it is noteworthy that it was
8 supported by a very diverse group of 17
9 stakeholders, which include the KCC staff; the
10 citizens utility rate payer board, which is similar
11 to the OPC in Missouri.

12 The Kansas settlement was also supported
13 by existing industrial customers and existing school
14 district customers. The broad support in Kansas and
15 the similarities between the Kansas settlement and
16 the Missouri stipulation and agreement underscore
17 the fact that customer protections within the
18 Missouri stipulation and agreement are in alignment
19 with stakeholder expectations and widely accepted
20 standards.

21 Conversely, Staff's proposal deviates from
22 that emerging standard and sound regulatory policy.
23 For example, it has been noted that Staff did not
24 consult with any large load customers or utilities
25 nor did they conduct a detailed comparison of other

1 large load tariffs to inform or validate their
2 approach.

3 Staff assumed without sound justification
4 that the current ratemaking framework and methods
5 for cost allocation for large load customers will
6 not result in an allocation based on cost causation.

7 However, Staff has not identified
8 deficiencies in the current framework that would
9 provide the basis for their proposed changes.

10 The emerging industry standard establishes
11 terms and conditions that ensure large load
12 customers contribute their representative share of
13 costs while minimizing risks to other customers.

14 If the anticipated load growth fails to
15 materialize, which is a very unlikely scenario,
16 customers are still protected through tariff
17 provisions that I've mentioned before, which include
18 minimum contract terms, minimum monthly bills,
19 collateral requirements, notice provisions and fees
20 for any reductions in capacity.

21 Staff's proposal, however, fails to
22 include minimum demand or bill charges or options to
23 reduce contract capacity after notice and fees and
24 it does not include options to secure renewable or
25 clean energy.

1 Moreover, a complete overhaul of rates,
2 such as what Staff has proposed, should only occur
3 within a formal rate case. Staff does not have the
4 data required to determine if such a major change is
5 needed or how it would best be implemented outside
6 of the established regulatory framework of a rate
7 case.

8 Staff's proposal is unduly discriminatory
9 because it purposes separating large load customers
10 from all other customers and then allocating costs
11 and designing rates using completely different
12 methods for the large load customers.

13 It is also not cost based in several
14 respects. For example, the demand deviation charge,
15 which is proposed by Staff, penalizes large load
16 customers if their updated yearly demand estimates
17 differ from their contract demand.

18 The charges, based on the SPP deficiency
19 payment which applies to load-responsible entities
20 such as Evergy, that fail to obtain sufficient
21 capacity to meet their resource adequacy
22 requirement, such SPP deficiency payment does not
23 and should not apply to individual customers.

24 They have a similar charge called an
25 imbalance charge that penalizes large load customers

1 if its actual monthly demand is different from its
2 forecasted monthly demand. And this charge is also
3 based on the wholly unrelated SPP deficiency
4 payment.

5 Staff recommends that the Commission
6 reject Evergy's four renewable and carbon-free
7 writers that are part of the LLPS proposal, but
8 Staff does not replace those writers with options
9 that are necessary to attract large load customers
10 who often have aggressive corporate clean energy
11 goals and who desire energy options that allow them
12 to manage their energy mix.

13 The Commission should adopt the
14 stipulation and agreement in this case because it
15 falls within the emerging industry standard and
16 protects existing customers.

17 Specifically, the stipulation includes a
18 minimum contract term of 12 years in addition to a
19 ramp period of five years, which is consistent with
20 the recently approved large load tariff for Indiana,
21 Michigan power in Indiana.

22 The stipulation implements a minimum
23 demand charge of 80 percent of contract capacity,
24 even if actual usage falls below that threshold.

25 Additionally, under the stipulation, large

1 load customers cannot exit the system without 36
2 months notice and payment of an exit fee equal to
3 the value of the minimum monthly bill times the
4 number of months remaining in the term -- extension
5 term or 12 months, whichever is greater.

6 Large load customers cannot reduce their
7 contract capacity during the first five years of the
8 term, but may subsequently reduce their contract
9 capacity only within certain limits. Those limits
10 are 25 megawatts or ten percent, whichever is lower.

11 But that reduction may only occur after 24
12 months prior notice, and reductions beyond that
13 amount, so beyond 25 megawatts or ten percent,
14 require 36 months notice and payment of fees based
15 on the remaining minimum monthly bills.

16 These protections ensure that other
17 customer class's rates will not reflect any unjust
18 or unreasonable costs associated with service to
19 large load customers.

20 Thank you, again, for the opportunity to
21 be here and for your consideration of the evidence
22 that was prefiled in this testimony and that you
23 will hear during the evidentiary proceedings.

24 Google's witness, Dr. Carolyn Barry
25 (phonetic), is in the hearing room this morning, and

1 she looks forward to responding to your questions
2 regarding the emerging industry standards for large
3 load tariffs and the appropriate balance that is
4 struck by the stipulation filed in this case. Thank
5 you.

6 REGULATORY LAW JUDGE WALKER: Any
7 Commission questions? Hearing none, we will go to
8 opening statements for Data Center.

9 MR. VIJAYKAR: Thank you, Your Honor, and
10 this is Nikhil Vijaykar appearing via video. Can
11 everybody hear me?

12 REGULATORY LAW JUDGE WALKER: Yes. Can
13 you, please, spell your name for the court reporter.

14 MR. VIJAYKAR: Certainly. My name is
15 Nikhil, that's N-I-K-H-I-L. My last name is
16 Vijaykar, V-I-J-A-Y-K-A-R.

17 Okay, thank you and good morning and may
18 it please the Commission. My name, again, is Nikhil
19 Vijaykar, and I am one of the attorneys representing
20 the Data Center Coalition in this case.

21 My colleague, Alissa Greenwald, is also
22 online and is also representing DCC in this case,
23 and we appreciate this opportunity to present an
24 opening statement.

25 Let me start with some quick background on

1 DCC for the Commission's benefit. DCC is the
2 National Association for the data center industry.
3 It represents leading companies who own and operated
4 data center infrastructure across the country and
5 the across the globe.

6 In this opening statement, I will discuss
7 DCC's perspective on Evergy's LLPS application and
8 request the Commission approve the September 25th,
9 2025, nonunanimous stipulation that several parties,
10 several council have already addressed this morning.

11 As I will explain, that stipulation is a
12 balanced resolution of the several important policy
13 issues and questions that Evergy's application
14 raises.

15 Now, Commissioners and Your Honor, as you
16 have heard from parties already, the reason we're
17 here, the emphasis behind Evergy's application is a
18 surge in request for service from large load
19 customers, including data center customers like
20 DCC's members.

21 Now, these customers represent a massive
22 opportunity for the state of Missouri. They are
23 likely to invest billions of dollars in the
24 company's service territory, create good paying jobs
25 in construction and information technology and

1 maintenance, diversify the state's economic
2 industrial base and bring in significant new
3 revenues that will help the company spread the fixed
4 costs of its system over a larger base.

5 However, Missouri will only realize those
6 benefits if the customers and the load actually show
7 up. And I thought Office of Public Counsel Witness,
8 Jeff Mark, put it well in his surrebuttal testimony.

9 He says (as read,) The benefits of data
10 center customers to the state and to local
11 communities have the potential to be quite large,
12 but this is predicated on the assumption that the
13 customer take service for long enough for those
14 benefits to be realized.

15 Which brings us to the main problem that
16 the Company is trying to solve here. The core
17 objective of the new large load power service tariff
18 is to mitigate the risk of stranded costs. And the
19 cost shifting to other customer classes that could
20 occur if large loads do not materialize as the
21 Company expects.

22 That's the objective motivating the
23 substantial new customer protections Evergy proposes
24 in this case, including long-term contract
25 commitments, minimum demand charges, termination

1 provisions and termination fees and financial
2 security provisions.

3 Now, rather than negotiating those
4 protections on a one-off basis with individual
5 customers, as has sometime occurred historically,
6 Evergy here proposes to move those protections into
7 a tariff recognizing that the company has a queue of
8 large loads requesting service.

9 Now, while DCC believes it is highly
10 likely that the large loads Evergy forecasts will,
11 in fact, materialize, DCC nevertheless supports
12 reasonable customer protections and supports the
13 creation of a tariff that reflects those
14 protections.

15 As this Commission is likely well aware,
16 while Evergy is certainly an early mover, regulators
17 across the country are considering utility proposals
18 to impose new requirements on large customers.
19 Those proposals generally aim to leverage the
20 opportunities that electric load growth will bring
21 while mitigating its risks.

22 DCC is active in many of those cases and
23 has routinely supported reasonable policies that
24 accommodate load growth in a thoughtful and
25 deliberate manner so as to mitigate the risk of

1 stranded costs.

2 That is why, as you see in the prefiled
3 testimony of DCC's witnesses, we do not object to
4 the customer protections Evergy proposes in concept
5 nor do we object to the proposal to create a tariff
6 that reflects those protections.

7 DCC's recommendations in their witness's
8 prefiled testimony are generally modest and aim to
9 ensuring that customer protections allow large
10 customers a reasonable level of flexibility such
11 that the company is able to attract a diverse set of
12 large loads.

13 That said, DCC does not support the
14 company's system support writer proposal as filed
15 however because that proposal was conceptually and
16 analytically flawed and doesn't do anything to
17 mitigate the risk of stranded costs.

18 This is a focus of DCC Witness Higgins'
19 prefiled rebuttal testimony, and I would note Staff
20 Witness Sarah Lange also criticizes the SSR proposal
21 in her testimony.

22 While I won't get into Mr. Higgins or Ms.
23 Lange's critique of the SSR proposal in depth,
24 there's a threshold issue that proposal has broken
25 because it would collect revenues from large load

1 customers without defining any specific costs to be
2 recovered.

3 The premise of the SSR is also broken. If
4 focuses exclusively on the supposed acceleration of
5 generation costs to serve large customers but
6 ignores the acceleration of revenues that accompany
7 those costs and the obvious relationship between
8 revenues and costs that ultimately impacts customer
9 rates.

10 The Commission should reject the SSR, but
11 to be clear, that does not mean DCC encourages the
12 company or this Commission to ignore the potential
13 revenue and cost allocation impact if large loads do
14 materialize as the company anticipates.

15 We just don't think this is the right
16 venue. The logical venue to work out the allocation
17 of cost responsibilities, after a change in the
18 company's resource mix, is a general rate case.

19 The Commission should not address that
20 issue through an abstract acceleration charge that
21 does not reflect actual costs or actual retail load.

22 Now, since the time the DCC and other
23 parties filed testimony, we were able to reach, we
24 being DCC, was able to reach a settlement agreement
25 with many but not all of the parties to this case.

1 That settlement agreement represents --
2 resembles the comprehensive, unanimous settlement
3 that parties reached in Evergy's parallel case in
4 Kansas.

5 Now, while I will, of course, not get into
6 the substance of settlement negotiations, I can say
7 that a lot of hard work and difficult conversations
8 went into negotiating both a settlement in Kansas
9 and, ultimately, a settlement agreement here.

10 But, ultimately, DCC supported the
11 settlement agreement in Kansas and the one filed
12 here because we felt it strikes a balance.

13 It gives large load customers, including
14 DCC's members, a reasonable opportunity to do
15 business in the Company service territory, allows
16 customers modest flexibility but also guarantees
17 significant minimum revenues from large loads to
18 protect other customers, non-large load customers,
19 from cost shifting.

20 Importantly, the settlement proposal does
21 not include the system's support writer proposal,
22 which as I discussed, DCC does not support because
23 it is fundamentally flawed.

24 The sweet of customer protections that is
25 included in the proposed settlement is not identical

1 to the customer protections that other utilities in
2 other jurisdictions have adopted, which, of course,
3 is not surprising because every utility is
4 necessarily different.

5 However, those protections are reasonably
6 in line with where other utilities have landed when
7 trying to answer the same question that Evergy tries
8 to answer with its application here.

9 We, therefore, urge the Commission to
10 adopt the nonunanimous settlement as a reasonable
11 resolution of this case.

12 The last thing I'll address is Staff's
13 pressing proposal in this case. Now, while DCC
14 appreciates Staff's efforts to address large load
15 growth, in the company's service territory by
16 advancing a series of pricing proposals, those
17 proposals have multiple flaws and leave a lot of
18 questions unanswered.

19 We agree with counsel for Evergy and
20 Google where they describe Staff's proposal as
21 different from and significantly more complex than
22 anything we have seen in other jurisdictions
23 grappling with large load issues across the country.

24 And frankly, the speed of proposals is
25 simply unworkable for large load customers. DCC

1 Witness Higgins addresses the flaws in Staff's
2 proposal in detail in his surrebuttal testimony.

3 At its core, Staff's pricing proposal
4 boils down to a near 25 percent markup over Staff's
5 calculation of the sum, a variable and fixed costs
6 to serve large customers.

7 Now, putting aside some of the errors in
8 Staff's calculation, which DCC points out in its
9 testimony, Staff's 25 percent markup is essentially
10 an arbitrary premium.

11 The Commission should not accept Staff's
12 speed of proposals and instead should approve the
13 nonunanimous stipulation.

14 With that, Commissioners and Your Honor, I
15 will conclude by opening statement, and I look
16 forward to presenting DCC's case through its
17 witnesses at the appropriate time.

18 Those witnesses are Kevin Higgins, a
19 principal in the firm of Energy Strategies, LLC; and
20 Shanna Ramirez, a director at Energy and
21 Environmental Economics, also known as E3.

22 Thank you for your time this morning.

23 REGULATORY LAW JUDGE WALKER: We can have
24 an opening statement from Nucor Steel.

25 MR. ELLINGER: Thank you, Judge. Marc

1 Ellinger on behalf of Nucor Steel Sedalia, LLC.
2 That's M-A-R-C, E-L-L-I-N-G-E-R.

3 Madam Chairman, members of the Commission,
4 Judge, Nucor stands here as a slightly different
5 party than everyone else to this matter.

6 We're not a utility. We're not a
7 governmental entity. We're not a public interest
8 group. We're not a data center. We're not a
9 coalition of data centers.

10 We're a private steel employer located in
11 Sedalia, Missouri. A major manufacturer with a
12 major employment base. We're also a major user of
13 electricity.

14 We really believe in economic growth and
15 development, and we think that the nonunanimous
16 stipulation that has been developed is one that
17 fosters that opportunity for economic growth and
18 development.

19 As you may know, Nucor currently takes
20 electricity under a special contract under Schedule
21 SIL of the tariff, and we support the stipulation.
22 And we really want to start by saying thank you very
23 much to all the parties, particularly Evergy and the
24 parties to the stipulation who reached out and did
25 have a negotiation over this to come to a

1 reasonable, fair and, ultimately, beneficial for the
2 state of Missouri determination of what a LLPS
3 tariff should look like.

4 I think the conclusion that we all came to
5 as a group of private parties, utilities, users and,
6 frankly, public interest groups is this is the best
7 interest of Missouri, it complies with what the
8 General Assembly set as a policy, and we think that
9 this Commission should adopt that, and we think that
10 the proposal that's made by Staff and by the Office
11 of Public Counsel kind of going along with it does
12 not serve those same economic development benefits.

13 Nucor has been a good employer in the
14 state of Missouri. It's an employer that has grown
15 and potentially in the future would like to grow
16 more. And the opportunities that are offered under
17 the proposed nonunanimous stipulation are
18 opportunities that we believe will foster that
19 growth and development in the future.

20 With that, I urge this Commission to adopt
21 the nonunanimous stipulation and agreement, and I'd
22 be happy to answer any questions.

23 REGULATORY LAW JUDGE WALKER: Are there
24 any Commission questions?

25 COMMISSIONER KOLKMEYER: Thank you, Judge.

1 Good morning, Mr. Ellinger.

2 MR. ELLINGER: Good morning, Commissioner
3 Kolkmeier.

4 COMMISSIONER KOLKMEYER: Two questions.

5 MR. ELLINGER: Yes, sir.

6 COMMISSIONER KOLKMEYER: Does Nucor have
7 another plant smelter in Missouri, or is that just
8 across the line in Arkansas?

9 MR. ELLINGER: It's in Arkansas.

10 COMMISSIONER KOLKMEYER: And that is
11 served by Ameren?

12 MR. ELLINGER: I believe that's correct.
13 Although, I can't specifically say that.

14 COMMISSIONER KOLKMEYER: Okay. So the one
15 in Sedalia is --

16 MR. ELLINGER: -- served by Evergy.

17 COMMISSIONER KOLKMEYER: -- Evergy, okay.
18 What is the usage at Sedalia?

19 MR. ELLINGER: That's --

20 COMMISSIONER KOLKMEYER: Or is that
21 confidential?

22 MR. ELLINGER: That's a highly
23 confidential matter, but it's significant usage.

24 COMMISSIONER KOLKMEYER: And you would
25 fall -- you would or would not fall under these

1 rates?

2 MR. ELLINGER: Depending upon where that
3 rate target was set --

4 COMMISSIONER KOLKMEYER: The threshold?

5 MR. ELLINGER: The threshold.

6 COMMISSIONER KOLKMEYER: Yeah.

7 MR. ELLINGER: -- future development could
8 definitely fall into that rate.

9 COMMISSIONER KOLKMEYER: Okay.

10 MR. ELLINGER: And depending on whether it
11 was applied retroactively or whether -- you know, we
12 believe that the SIL Tariff should continue to
13 maintain, and we would take service under the SIL
14 Tariff. It wouldn't change the existing operations.

15 COMMISSIONER KOLKMEYER: Okay. Are you
16 going to come back up and testify for Velvet or --

17 MR. ELLINGER: No, I'm not.

18 COMMISSIONER KOLKMEYER: Okay. Is your
19 company -- your firm?

20 MR. ELLINGER: Our -- my partner,
21 Stephanie Bell, and our firm does represent Velvet
22 separate from --

23 COMMISSIONER KOLKMEYER: Are they going to
24 testify?

25 MR. ELLINGER: Testify or make an opening

1 statement?

2 COMMISSIONER KOLKMEYER: Yes, make an
3 opening statement.

4 MR. ELLINGER: I believe she is planning
5 on making an opening statement, yes --

6 COMMISSIONER KOLKMEYER: Okay. I'll save
7 a questions for her.

8 MR. ELLINGER: Okay. Thank you very much.

9 COMMISSIONER KOLKMEYER: Thank you.

10 REGULATORY LAW JUDGE WALKER: Thank you,
11 Commissioner Kolkmeier. Are there any other
12 Commission questions?

13 MR. ELLINGER: Thank you.

14 REGULATORY LAW JUDGE WALKER: Thank you,
15 again. Velvet Tech?

16 MS. BELL: Thank you, Your Honor.
17 Stephanie Bell, that's S-T-E-P-H-A-N-I-E, BELL,
18 B-E-L-L. May it please the Commission, Stephanie
19 Bell for Velvet Tech Services, which is wholly owned
20 by Meta.

21 As you know, Velvet his Evergy's first
22 hyper-scale data center customer, and the Kansas
23 City data center is now operational.

24 The data center represents an investment
25 of over one billion in the state of Missouri, with a

1 majority of construction materials sourced right
2 here in the U.S.

3 The construction of the data center
4 resulted in an average of 1,500 skilled trade
5 workers on site at its peak. In addition, Meta has
6 proudly directed more than one million to schools
7 and nonprofits spanning Clay County, Platte County
8 and Kansas City, Missouri.

9 In the words of Brad Davis, data center
10 community and economic development director at Meta
11 in 2022: We selected Kansas City because it offered
12 excellent infrastructure, a robust electrical grid,
13 a strong pool of talent for construction and
14 operations jobs and incredible community partners.
15 We are extremely proud to be part of this community,
16 and we look forward to continuing to strengthen our
17 partnership for years to come.

18 As you know, Velvet is a signatory to and
19 supports the nonunanimous global stipulation and
20 agreement. This stipulation represents lengthy
21 negotiations among diverse stakeholders, utilities,
22 large industrial customers, data center operators,
23 environmental advocates. The result is a balanced
24 framework that serves multiple critical public
25 interests.

1 First, the stipulation addresses
2 Missouri's economic competitiveness. The LLPS
3 tariff creates a structured pathway for large load
4 customers to locate and expand in Missouri.

5 The 75 megawatt threshold appropriately
6 captures customers whose load characteristics
7 require specialized rate treatment while maintaining
8 protections for existing customers and traditional
9 rate payers.

10 Second, this stipulation includes robust
11 customer protections. The comprehensive collateral
12 requirements protect existing rate payers from
13 financial risk. Credit based discounts reward
14 credit-worthy customers while maintaining security.
15 The framework also ensures large customers cover
16 their cost of service and prevents subsidization by
17 other customer classes.

18 Third, the stipulation aligns with many
19 customer's clean energy goals. The renewable energy
20 writers provide flexibility for large customers to
21 support renewable development and meet corporate
22 sustainability requirements.

23 Fourth, the settlement protects against
24 stranded costs through carefully crafted exit
25 provisions. The minimum term coupled with

1 substantial exit fees ensures longterm commitments
2 while providing utilities reasonable cost recovery
3 certainty.

4 Finally, this framework includes
5 meaningful oversight mechanisms. Annual reporting
6 requirements as well as stakeholder meetings ensure
7 transparency and accountability as this new rate
8 class develops.

9 For Velvet, specifically, this tariff
10 provides the regulatory certainty needed for
11 long-term infrastructure investments while ensuring
12 we pay our fair share of system costs. The
13 alternative to this settlement is continued
14 uncertainty, delayed investment and missed economic
15 developed opportunities.

16 This stipulation strikes the right balance
17 protecting existing customers, enabling economic
18 growth and providing regulatory certainty. We
19 respectfully request the Commission to approve the
20 stipulation recognizing that's interdependent
21 provisions represent a carefully negotiated
22 compromise that best serves the public interests.
23 Thank you. Commissioner Kolkmeier?

24 COMMISSIONER KOLKMEYER: Yes, you were
25 kind of forewarned, weren't you?

1 MS. BELL: I was.

2 COMMISSIONER KOLKMEYER: Yes, are you at
3 liberty to tell the consumption, energy consumption,
4 of your current data center?

5 MS. BELL: I'm not.

6 COMMISSIONER KOLKMEYER: Okay.

7 MS. BELL: But as you'll recognize in
8 the -- in the -- on the issue list and as part of
9 the stipulation, Velvet's current operation for
10 folks who've signed their ESA by the time this
11 tariff is approved, they're, essentially,
12 grandfathered.

13 And so the deal that Meta reached on --
14 for the facility that was already built, it is,
15 essentially, grandfathered.

16 However, as you know, there's a lot of
17 data center growth. So to the extent that Meta was
18 to expand above that 75-megawatt threshold, we would
19 be under the new LLPS tariff.

20 COMMISSIONER KOLKMEYER: That was my next
21 question.

22 MS. BELL: Yes.

23 COMMISSIONER KOLKMEYER: I have one more.

24 MS. BELL: Okay.

25 COMMISSIONER KOLKMEYER: How much water do

1 you use?

2 MS. BELL: So that's a really interesting
3 question, and certainly in OPC's testimony, they
4 raised some concerns about different reporting that
5 they would like to see.

6 And I would urge you -- so Meta produces
7 multiple reports every year. They are really in
8 depth.

9 There's two reports that I direct you to.
10 There's a sustainability report and a data index.
11 And those are published on their website annually,
12 and they report things like water usage, like many
13 of the issues that OPC addressed in its testimony
14 publicly.

15 And in fact, in certain circumstances,
16 they are broken down by each facility. So while the
17 Kansas City facility is new, you start to see some
18 of that reporting on the most recent public reports
19 broken down by -- and you'll see Kansas City
20 included.

21 COMMISSIONER KOLKMEYER: I do have one
22 more. Can you expand the counties into Lafayette
23 for taxes?

24 MS. BELL: Okay. I'll make that
25 suggestion.

1 COMMISSIONER KOLKMEYER: Okay, thank you.
2 My schools could use it.

3 MS. BELL: All right. Thank you,
4 Commissioner.

5 COMMISSIONER KOLKMEYER: Thank you.

6 REGULATORY LAW JUDGE WALKER: Is there
7 anyone from Sierra Club online?

8 MS. RUBENSTEIN: Yes, good morning. This
9 is Sarah Rubinstein --

10 THE REGULATORY LAW JUDGE WALKER: Thank
11 you.

12 MS. RUBENSTEIN: -- for Sierra Club.

13 REGULATORY LAW JUDGE WALKER: Ms.
14 Rubenstein, can you state and spell your name for
15 the court reporter, please?

16 MS. RUBENSTEIN: Certainly. Sarah --
17 S-A-R-A-H, Rubinstein, R-U-B-E-N-S-T-E-I-N. Good
18 morning, Commissioners and Judge Walker. My name is
19 Sarah Rubinstein. May it please the Commission. I
20 represent Sierra Club in this matter.

21 Large load growth, particularly from data
22 centers, is the primary issue of this proceeding but
23 also of utility regulation nationwide.

24 The historic increase in load growth has
25 the potential to shape rate payer bills for decades

1 to come. Sierra Club believes that the nonunanimous
2 stipulation filed before this Commission fairly
3 resolve the issues in this docket among the
4 disparate interests of the parties for three
5 reasons.

6 First, any adopted tariff must ensure that
7 large load customers do not encumber other customer
8 classes with incremental costs or risks and also
9 ensure that these customers pay their fair share of
10 the costs incurred to serve them. Simply put, large
11 load customers must pay the costs that they are
12 causing on the electric system.

13 Sierra Club believes that the settlement
14 adequately insulates Evergy from stranded asset risk
15 and provides a framework for large load customers to
16 mitigate the costs that they cause on Evergy's
17 system.

18 Second, Evergy must provide a path for
19 large load customers to procure the clean energy
20 that they demand. Many large load customers have
21 climate goals and want to locate in states where
22 they can procure clean energy.

23 The settlement provides a means by which
24 these customers can procure clean energy to meet
25 their goals while also benefiting all of Evergy's

1 customers at no direct cost to non-large load
2 customers. This will help stabilize if not drive
3 down costs through diversification of generation.

4 Third, the nonunanimous settlement is very
5 similar to the unanimous settlement filed before the
6 Kansas Corporation Commission. Having similar rules
7 between the two jurisdictions provides for a level
8 playing field between the states as they compete for
9 economic development opportunities and also helps to
10 ensure that rate payers in both states do not
11 experience wildly different treatment.

12 For these reasons, Sierra Club
13 respectfully requests that the Commission approve
14 the nonunanimous settlement struck between and among
15 most of the parties in this docket. Thank you for
16 your time.

17 REGULATORY LAW JUDGE WALKER: Are there
18 any Commission questions? Okay, hearing none, thank
19 you very much.

20 MS. RUBENSTEIN: Thank you.

21 REGULATORY LAW JUDGE WALKER: We will now
22 hear from Renew Missouri.

23 MS. MERS: Good morning, and if it can
24 please the Commission, this is Nicole Mers, and that
25 is N-I-C-O-L-E, M-E-R-S on behalf of Renew. I'm

1 going to be very brief because it is almost 11, and
2 we've been sitting here for a while. So we've got a
3 lot of witnesses.

4 We provided some limited testimony in this
5 case about the renewable writers. In approaching
6 this case, Renew's framework for evaluating it was
7 being mindful and the efforts that have been taking
8 place in the legislator and with the governor's
9 office to encourage economic development.

10 It appears that policy makers have decided
11 their attracting these customers is in the interest
12 of the state of Missouri. So then what happens
13 next?

14 Well, as a signatory to the stipulation,
15 we believe that that stipulation provides a
16 framework that provides a tariff and rate structure
17 that will both attract the large load customers but
18 ensure that they will provide additional
19 contributions to the revenue requirements, which is
20 better than the status would be currently.

21 In addition, the writers that Renew
22 Missouri had supported our all contained in the
23 stipulation. There was a bit of an expansion,
24 actually, to allow nonutility scale (indiscernible)
25 to be allowed. So we were very excited to see that.

1 And we believe that those writers will
2 also help attract these customers to the state. You
3 heard the customers themselves mention it several
4 times. So we believe that that's important.

5 And we believe that the benefits of that
6 renewable generation, having those writers, will
7 help bring those to the state and to the customer
8 base.

9 So with that, I'll just conclude my
10 remarks, but if you have any questions, I'll try to
11 answer them.

12 REGULATORY LAW JUDGE WALKER: Any
13 Commission questions? Okay, thank you very much.

14 MS. MERS: Thanks.

15 REGULATORY LAW JUDGE WALKER: The Office
16 of Public Counsel?

17 MR. CLIZER: Brian, when you're ready.

18 TECH SUPPORT: There we go. Super. Now,
19 speak into the mic.

20 MR. CLIZER: Good morning. I'm pretty
21 sure you all know who I am, but for the record, John
22 Clizer on behalf of the Missouri Office of the
23 Public Counsel, and my name is J-O-H-N, C-L-I-Z-E-R.

24 So I want to start off by saying,
25 honestly, Commission, I don't envy your position

1 here. This is quite possibly one of the most
2 important cases that you're going to hear. It's one
3 of the most important cases that probably has come
4 before this Commission in a very long while.

5 And that has to do with the size and scale
6 of the investments that we're talking about that are
7 going to be involved in serving the amount of load
8 coming on, and we're going to get to that in just a
9 second.

10 But I really want the Commission to
11 consider just how impactful this case could be on
12 Missouri, on regulation, on everything that we're
13 doing, and specifically Missouri rate payers.

14 And also consider that, you know, we're
15 dealing with this in a very rapidly evolving
16 environment.

17 We have news coming out just about every
18 day on changes to how AI and data centers are being
19 used and handled. And it really does beg the
20 question of whether or not we should be slowing down
21 to think about this a little bit.

22 Now, fortunately, the good news is that
23 this Commission has plenty of opportunities to think
24 about. I believe Mr. Lowery, on behalf of Ameren,
25 for example, pointed out that the Commission is

1 about to hear pretty much the same case in about a
2 month's time, and that they should be waiting to
3 hear the case then before making a decision here.

4 And I, actually, echo that opinion. I
5 think the Commission should really consider hearing
6 both this case and Ameren before rendering a
7 decision in either case.

8 Another opportunity is that we could
9 potentially move towards a workshop, for example.
10 That was an issue that was brought up by the
11 Commission Staff, and frankly, it's one that merits
12 some consideration. Maybe it would be a better idea
13 in lieu of trying to do this in two cases to pump
14 the brakes, go to a workshop and think it all
15 through. But, again, we are here. So let's go
16 through this and kind of talk about it.

17 With that in mind, the one thing I would
18 ask is just the Commission maintain a healthy degree
19 of skepticism and really consider all of the impacts
20 here.

21 So I mentioned a moment ago about the size
22 of the impact, and I really want to focus on that
23 for a second. This picture in front of you, this
24 was taken from the Evergy annual five-year capital
25 plan that was filed in March of '25. This is a

1 public version.

2 And it's showing what Evergy projects, in
3 terms of a demand capacity, coming online. The
4 gray -- the gray bar that you can see on the right
5 there is their current demand, and it's about 10.6
6 gigawatts. That means that all the residential, all
7 the commercial, all the industrial customers Evergy
8 has right now are demanding about 10.6 gigawatts.

9 The bar on the left is whatever Evergy is
10 anticipating might come online in five years. And
11 the first thing to note about that is the bar on the
12 left is actually larger than the bar on the right.
13 What that -- please, go ahead.

14 COMMISSIONER KOLKMEYER: Can I ask a
15 question midstream?

16 MR. CLIZER: Absolutely.

17 COMMISSIONER KOLKMEYER: Is that all of
18 Evergy or is that in Missouri?

19 MR. CLIZER: That is all of Evergy, yes.

20 COMMISSIONER KOLKMEYER: Okay.

21 MR. CLIZER: And I -- I don't know why
22 that back forward. That's just a product of how
23 Evergy presented it.

24 COMMISSIONER KOLKMEYER: Okay.

25 MR. CLIZER: Not by choice.

1 COMMISSIONER KOLKMEYER: Okay.

2 MR. CLIZER: But the point here is that
3 we're talking about, quite literally, doubling the
4 size of the utility over a five-year period, and
5 you'll note that even if you cut out the balance of
6 pipeline at the end, the six gigawatts in various
7 stages, preliminary discussion, the remaining
8 balance is still nearly 50 percent of the Company's
9 existing demand.

10 So no matter how you slice it, this is
11 enormous. I mean, you are really, really changing
12 the scope and field of how we operate here.

13 And the one thing I want to bring up, so a
14 large amount of this is being driven by data
15 centers. That's the, kind of, word of the day,
16 right?

17 And it's -- what's kind of weird going
18 through and listening to all these opening arguments
19 is that you're not hearing a whole lot about the
20 risks associated with data centers.

21 We all seem to just be all assuming that
22 these data centers are going to come online, they're
23 going to stay online, they're going to make money
24 and everything will be hunky-dory.

25 And I kind of think that's a bit

1 concerning, and I'll get to why in just a second.
2 Before -- let me give you what I think are the two
3 arguments for why we should like data centers,
4 right? And they've sort of been touched on by prior
5 people.

6 They are, first, adding data centers will
7 spread fixed costs and, thus, lower rates for
8 non-data center customers. You heard this also sort
9 of referenced as additional revenue, rate
10 stabilization. They're all sort of wrapped into the
11 same concept.

12 And then the other one, which we've
13 definitely heard several people mention, are the
14 economic developments, creating jobs, tax revenues,
15 et cetera. And I want to take just a few moment to
16 touch on both of those because there's a little bit
17 of a myth, I think, surrounding both that needs to
18 be addressed.

19 And the first comes with this idea that,
20 you know, data centers are automatically going to
21 lower rates for everybody. That's not necessarily
22 true, and the reason it's not true is because fixed
23 costs may not benefit customers if there's also an
24 increase to fixed costs.

25 Let me give you an analogy to really

1 explain exactly what I mean. I want you to think of
2 three guys renting a house together, right? And
3 their landlord charges them \$3,000. So each one of
4 those three guys is paying a thousand dollars in
5 rent a month.

6 A fourth guy comes on, and he says, I'd
7 like to join you. Now, they're splitting the rent
8 four ways, and each one is paying 750. That's an
9 example of how you can lower the cost for everybody
10 by spreading them out.

11 But what happens if that fourth guy comes
12 on, and he can't move into the house because there's
13 not enough space? He has a whole bunch of
14 knickknacks and stuff that he needs to get
15 somewhere, and they just don't have the space there.

16 The landlord comes back and says, well,
17 what if I build you a new house, brand-new, and I'll
18 charge all four of you the rent for those two
19 houses.

20 In that case, now the whole group is
21 paying 6,000 in rent between the two houses, but
22 they still split it up four ways. But each person
23 is now paying \$1,500 in rent.

24 You see, what's happened here is even
25 though you've spread out to the costs, you also

1 increase the cost because you had to build more.
2 And that's the situation in front of us right now.

3 Bring on data centers is going to spread
4 out the fixed costs for all customers, but the
5 companies don't have the generation needed to serve
6 those data centers.

7 So they're going to have to build more and
8 thereby increase the existing fixed costs in order
9 to provide service. And it's a very real
10 possibility that increasing those fixed costs might
11 mean that everybody, everybody's rates go up even as
12 you're spreading them out.

13 And then you can double down on that. We
14 know that it's getting more expensive to build
15 generation right now. In a recent case, which
16 Evergy sought a CCN for additional build, we had
17 already seen prices rising as high as 60 percent
18 against what they had been in the past.

19 We have tariffs, we have inflation, we
20 have all kinds of things driving up the prices. So
21 if we had to build even more generation to serve
22 this new load coming on, again, the risk that rates
23 for everyone will rise increases.

24 And then you add onto that the fact that
25 we're in a constrained energy market, and you see,

1 again, prices are set to rise as more people tug on
2 the demand, as more people need more energy, the
3 cost for everyone is going to go up.

4 So this idea that data centers are just
5 bar none going to lower rates for customers, it's
6 not as clearcut as you'd think.

7 Now, let's consider job growth because
8 that's something we've definitely heard a lot of,
9 and it's very true that data center build is going
10 to create a lot of temporary jobs. There's no doubt
11 about that.

12 But they create much fewer permanent jobs
13 than anybody here would like to admit. And I think
14 the best way to see that is to look at the testimony
15 of Dr. Mark, who compared, for example, the
16 875-acre, \$500 billion Stargate project that's being
17 built by Open AI in Texas, which is expected to
18 create 57 full-time jobs, just 57, with an annual
19 wage of 57,000 and a net salary gain of about three
20 million.

21 He compared that to the average Sam's
22 Club, which is employing about 167 associates
23 admittedly at a lower salary but actively actually
24 generating a much higher net salary gain.

25 So this idea that these data centers are

1 going to be this engine of job growth and economic
2 development, it doesn't actually stand true. And
3 that's before you start to consider the other
4 problems that might be out there.

5 For example, there's already a lack of
6 transparency surrounding the impact of data centers.
7 We're not entirely sure the impact they're going to
8 have on water tables.

9 And as we'll discuss later, there's
10 already a concern regarding the --

11 [Reporter's note: Audio recording failed.]

12 That risk of subsidization, that is this
13 case. Of all the issues that have been brought
14 forth, the biggest one, the most important one is
15 really just, are we allowing non-data center,
16 non-LLPS customers to subsidize data centers. And
17 I'll explain why I believe that the stipulation
18 agreement does do that.

19 And then, finally, of course, there's the
20 much talked about risk of stranded investments. And
21 on that note, I'm going to come back to the slide
22 just to point out the amount of generation that
23 we're going to have to build to serve that load is
24 going to be enormous.

25 Again, you're talking about nearly

1 doubling the size of the utility. And that gray
2 bar, that's been built up over however long Evergy's
3 been in service. The bar on the left, we're talking
4 about five years. Think about bringing on as much
5 generation as we have now in just five-year time.
6 That's the issue that they are creating in front of
7 this.

8 I also want to be clear, it's not just the
9 OPC raising these concerns, right. It's not just
10 John up here spitting from the cuff. The problems
11 that we've identified are showing up across the
12 news.

13 For example, a Wall Street Journal article
14 talking about job creation pointed out how John
15 Johnson, the chief executive officer of Patmos
16 Hosting, admitted that data centers have rightly
17 earned a dismal reputation of creating the lowest
18 number of jobs per square foot in their facilities.

19 Patmos Hosting, by the way, is currently
20 building a data center in Kansas City, Missouri.

21 Another Wall Street Article talks about
22 how Chief Executive Jim Farley, that's
23 (indiscernible), said that artificial intelligence
24 is going to replace nearly half of all white collar
25 workers in the U.S.

1 So in addition to all the job creation
2 we're talking about, there's a real risk that this
3 could actually result in significant job loss.

4 Another article from the Harvard Business
5 Review talks about how investors are making a
6 critical error around AI. They're treating AI
7 companies like high-growth asset-light software
8 firms. When in reality, their capital intense, high
9 cost and infrastructure heavy.

10 AI-heavy tech stocks have traded a 20 to
11 40 percent premium assuming future profits that
12 haven't materialized.

13 In Bain & Company's sixth annual Global
14 Technology Report, they've pointed out that even if
15 U.S. companies shifted all of their on-premise I.T.
16 budgets to Cloud and reinvest the savings from
17 applying AI to sales, marketing, customer support
18 and R&D at the capital spending on new data centers,
19 the amount would still fall short of the revenue
20 needed to fund the full investment as AI's compute
21 demand grows at more than twice the rate of Moore's
22 law.

23 We also, again, have concerns regarding
24 the environmental impacts. This article from BBC
25 describes one customer who said they can't drink the

1 water after living next to a data center.

2 And as Mister, I'm sorry, Commissioner
3 Kolkmeier identified, data centers are water
4 intensive units using millions of gallons a day,
5 which can have dramatic impact.

6 And the result of all of this is that
7 we're seeing significant pushback across the U.S.
8 and in Missouri. St. Charles County, for example,
9 issued a ban on zoning for data centers. A similar
10 ban has been proposed or is in place in Peculiar,
11 Missouri.

12 So across the state in a variety of
13 different locations, you're starting to see citizens
14 come out against building these data centers.

15 And all of that really doesn't begin to
16 touch on what I consider the biggest problem, which
17 is this concept of can these things actually last.

18 And this -- again, this is the point that
19 nobody here seems to be addressing. An MIT report
20 in July of 2025 talked about how 95 percent of these
21 organizations building or creating AI, they weren't
22 getting any return.

23 And then just five percent of integrated
24 AI pilots were extracting millions in profits.

25 Okay, good, Brian. Thanks.

1 Another article in the Wall Street Journal
2 talked about how Nvidia had dropped \$100 billion to
3 support Open AI, even though it has struggled to
4 chart a path to profitability and was set to lose
5 44 billion through 2029. And that was before
6 engaging in several pricing commitments.

7 The Wall Street Journal just last -- just
8 this week, I'm sorry, last week had an article about
9 whether AI could ever pay off.

10 And I want to quote this, the money
11 invested in AI infrastructure in 2023 and 2024 alone
12 requires consumers and companies to buy roughly
13 800 billion in AI products over the life of these
14 chips and data centers to produce a good investment
15 return. And that's considering that the chips have
16 a three- to five-year investment.

17 The wave of a AI infrastructure spending
18 will require \$2 trillion in annual AI revenue by
19 2030, and that is more than the combined 2024
20 revenue of Amazon, Apple, Alphabet, Microsoft, Meta
21 and Nvidia and more than five times the entire
22 global subscription software market.

23 And finally, you're starting to see
24 multiple reports by major figureheads in this
25 industry saying that we are in a bubble.

1 In this case, it's Sam Aldman, the CEO of
2 Open AI, who compared the existing AI marketplace to
3 the dot-com bubble of the 1990s into early 2000s.
4 And you can see at the bottom there, he's joined by
5 many other industry experts.

6 So why am I bringing all of this up?
7 Well, again, what's been missing from the
8 conversation up to this point is that everybody
9 seems to just be assuming that these data centers
10 we're building right now are going to be around
11 forever and that they're going to make tons of
12 profit.

13 But the reality is that there is no
14 guarantee that the generation we build now is going
15 to last as long as the data centers are. And,
16 again, given their extreme power usage and the sheer
17 amount of power they require, that gives us a
18 massive risk for stranded investments.

19 Also, as I said, the data centers are not
20 guaranteed job creators. So all of that put
21 together says there is a very real risk the data
22 center boom might do more harm than good to Missouri
23 rate payers.

24 And you'll note, I stressed to the word
25 might. My goal is not to tell you that this is

1 going to be a disaster. My goal is to point out the
2 risks. There is absolutely a world where this all
3 works wonderfully, where we cure cancer,
4 (indiscernible) fusion and are all living on
5 guaranteed income.

6 But there's a risk that it doesn't. And
7 really brings us to the point. I want to ask, does
8 the OPC -- are we just opposed to data centers? Are
9 we just anti data center?

10 And the answer is an emphatic no. Despite
11 everything I've said up to this point, we are okay
12 with data centers coming to Missouri. We are happy.
13 We are welcoming to them.

14 But like I said, we are cognizant of the
15 risk. And what we are asking for is simply that
16 there are protections in place for existing
17 customers. And more specifically, stronger
18 protections, more realistic and better protections
19 than what are currently being offered in the
20 nonunanimous stipulation.

21 And, again, if you consider the risks that
22 I have pointed out, you consider all of the issues,
23 there is a good reason why the Commission should
24 look on this and say, we need to err on the side of
25 caution and have more protections than fewer.

1 Now, really quick, I just want to say what
2 I would ask this Commission to not do. Because
3 there's a couple of things that I really want to
4 make sure are not going to be the case.

5 The first is I don't want this Commission
6 to just ignore the question of financial viability
7 for data centers. And to point that out, I will
8 tell you that in the past, we've had cases, for
9 example, the Noranda -- I'm sorry -- yes, Noranda
10 where this Commission had to make a determination on
11 the financial viability of an industry because they
12 were getting a special rate treatment.

13 And in that case, the Commission heard
14 from the economists, from bankers, from investment
15 firms, to metallurgists. They took in a huge amount
16 of information to make a decision, is this a
17 business that's going to last long enough to justify
18 the investment and should they get a special rate as
19 a result.

20 And I'm asking the Commission to do the
21 same here. Take a careful look at the actual
22 industry and determine whether or not there are more
23 risks involved.

24 I also would ask this Commission not treat
25 this as just another tariff. There's definitely

1 been some discussion by other parties that say,
2 well, it's just a tariff. We'll fix it in the
3 future in a rate case.

4 That's not a good idea here. Companies
5 are making half-dependent decisions now. This is a
6 major, major case, one that could define your
7 legacy, and you should be treating it as such.

8 And finally, we'd ask that you simply not
9 rush into this decision. As I mentioned earlier,
10 there is time. Staff pointed out how you have time.
11 And staff's recommendation about opening up a
12 workshop is a sound one, in my opinion.

13 Use this opportunity, use the time that
14 you have to really think this through carefully, to
15 solicit additional feedback and to involve
16 yourselves in that discussion to try and reach the
17 best possible answer.

18 All right, I've talked a lot about what
19 the Commission shouldn't do. I've talked about the
20 risks involved. Let me get really quick to what the
21 OPC is asking of the Commission.

22 What should the Commission do? Well, the
23 first thing, of course, is that we would ask you to
24 follow the legislative guidance. And I won't spend
25 much time here because you already heard it

1 mentioned by multiple other parties.

2 Section 393.130.7 includes the provision
3 for electrical corporations to put forward schedules
4 that should reasonably ensure such customers, and
5 here we're talking about customers with 100
6 megawatt.

7 Rates will reflect the customer's
8 representative share of the costs incurred to serve
9 the customers and prevent other customer class rates
10 from reflecting any unjust or unreasonable costs
11 arising from service to such customers.

12 Really, (indiscernible,) what does it
13 actually mean? Prevent subsidies. Now, that's my
14 interpretation. Obviously, other clients will have
15 a different one. But I think you can summarize this
16 really simple as just, don't let non-large load
17 customers subsidize large load customers.

18 That's truly the heart, again, of this
19 case in my opinion. The OPC's solution for
20 achieving this, I have broken it down into what I
21 consider to be eight poor requests.

22 There are other aspects kind of filtered
23 through the position statements and elsewhere, but
24 these are the ones I want to focus on because they
25 are the ones I consider the most important,

1 generally.

2 And I'm going to walk through each of
3 these. I'll only spend a slide or two on them. It
4 should go relatively quick.

5 The first, we're asking to modify
6 accessibility requirements, and what that just means
7 is who can take or who has to take under this
8 service.

9 We have five parts. The first is to
10 increase the term of service to 20 years with a
11 five-year disconnection notice. Why am I asking for
12 this? Again, these industries that are coming
13 online, these customers are so big they can justify
14 their own generation. And the generation that we're
15 going to build to serve these customers might last
16 30 to 60 years.

17 If you're going to build generation to
18 serve one customer, and that generation lasts 30 to
19 60 years, doesn't it make sense for you to have them
20 commit to at least nearly as long?

21 And, again, to be clear, the OPC isn't
22 asking for the full commitment. We're good with 20.
23 And to compare that to what's in the stipulation, I
24 believe the stipulation's at 12 years. So we're
25 talking about an eight-year difference. It's not

1 like we're way off here.

2 The next is for a minimum build to cover
3 90 percent of contract capacity. Again, if you're
4 building generation to serve almost one customer,
5 you want to make sure that the money is there to pay
6 for that generation from that one customer.

7 And, again, we're fairly close to what the
8 stipulation signed by the other party's was. In
9 that case, I believe it was 80. I could be wrong.
10 In some ways, I'm sure I'll be corrected. We're
11 asking for 90.

12 We are asking for no waiver from the
13 collateral requirement. This basically just comes
14 back to the idea that if one of these customers goes
15 bankrupt, goes out of business, decides to leave the
16 state, we want to make sure the money is there to
17 pay the exit fee.

18 We're afraid of somebody, maybe like
19 Google, deciding to walk away and then saying, hey,
20 it might be in our best interest just to fight this
21 in court or a smaller data center or smaller
22 industry might end up going bankrupt. In which
23 case, if they don't have the collateral, customers
24 will be left holding the bag.

25 So we are asking for no waiver. We're

1 asking to decrease the applicable size to
2 25-megawatt capacity. This is in line with Staff's
3 recommendation. And it's really just there to make
4 sure that we capture all the available customers.

5 And then, finally, we want the tracking of
6 the termination fees in order to offset plan.

7 Again, this is fairly straightforward. If a
8 customer leaves, and they pay a termination fee but
9 that termination fee is outside of a rate case, it
10 won't be reflected in rates. It'll just be profit
11 to the company.

12 So in order to prevent that, you have to
13 track the termination fee. And I want to point out,
14 that's actually a component of the stipulation. So
15 on that point, we're aligned. We just -- I just
16 wanted to put that out there separately incase the
17 Commission did their own thing. Make sure you track
18 the termination fees.

19 And I want to put out there also, none of
20 these recommendations are out there. In fact, all
21 of these recommendations come from various other
22 states. We just pulled from other states and said,
23 look, these are what other states have already
24 agreed to. We think that they are what should apply
25 here in Missouri. And if you want more information

1 or deets on that, I encourage you to ask questions
2 of Dr. Mark. He's the one who sort of developed
3 this.

4 All right, the next one is the FAC. And I
5 want to be really clear here. If LLPS customers,
6 the customers on this tariff, are included in
7 Evergy's existing FAC, you will be creating a
8 subsidy. And I'm going to walk through exactly how
9 that works because it's important.

10 If you assume the LLPS customer comes
11 online after base rates are set in a rate case,
12 which includes purchase power -- well, let's back up
13 even further.

14 In a rate case, we set the base fuel and
15 purchase power cost the company is going to assume.
16 That includes all the energy that they're going to
17 buy from the RTL market.

18 So if there isn't an LLPS customer on a
19 system yet, they won't be included in that. If they
20 come on after the rates are set, then Evergy has to
21 increase the amount it's buying off the market to
22 serve just that customer.

23 And because all the purchase power costs
24 flow through the FAC, it means that all the money
25 they spent buying energy for that one customer will

1 flow through the FAC and be recovered by all
2 customers.

3 So, again, this is exactly what's going to
4 happen, if you include them in the existing FAC,
5 they will be subsidizing or rather, nonLLPS
6 customers will be subsidizing LLPS customers.

7 And this also will continue, by the way,
8 even in the base rates once you come in for a rate
9 case because at that point, the purchase power will
10 just be flown into the base rates.

11 The OPC has a very simple, easy solution
12 to this. Just split the FAC. Have one FAC for
13 nonLLPS customers and have a second FAC for LLPS
14 customers.

15 The brilliance of this is that nobody is
16 worse off, right. The company is made whole in both
17 cases. They both get their fuel and purchase power
18 costs.

19 NonLLPS customers don't have to be worried
20 about subsidizing LLPS; LLPS doesn't have to worry
21 about their revenue being used to subsidize nonLLPS.
22 If you just segregate them and keep them separate,
23 the problem is solved. An easy solution.

24 The next one I want to talk about is the
25 tracking of revenues. And we've already heard from

1 multiple people talk about positive regulatory lag.
2 You've already heard this regulatory lag being
3 thrown around a lot. That's a mistake.

4 The problem here is not just regulatory
5 lag. It's that you are, again, creating a subsidy.
6 And, again, here's how this happens if Evergy
7 expects a large customer to come online, they're
8 going to build a generation to serve that customer,
9 right, because they have to have the generation to
10 serve.

11 If you put the generation in rates before
12 the LLPS customers come online, and then you come in
13 for a rate case, all of your other customers have to
14 pay for that generation because it is in a plan.

15 I'll say it again slowly, if you built a
16 generation in anticipation of a large customer
17 coming online and then have a rate case, all of your
18 customers are paying for that generation.

19 If the large customer then comes on after
20 the rate case, those revenues are not so
21 indiscernible). So they just go straight into the
22 company's pocket.

23 What you should do is track the revenues
24 so that in the future, you can give the money back
25 to the nonLLPS customers in the form of a reduction

1 to the plan.

2 Effectively, you're going to treat it like
3 a loan from the nonLLPS customers to the LLPS
4 customers. If you don't do that, you have created a
5 subsidy because now, the nonLLPS customers are
6 paying for the plan, the revenue generated from the
7 LLPS customer is going straight into the company's
8 pocket. That's it.

9 Again, simple solution to this problem,
10 order the revenues tracked. And this does not harm
11 the large, large power customers at all because
12 you're not changing what they pay. You're just
13 tracking it from Evergy's perspective. So it's zero
14 harm, no impact on them whatsoever.

15 We are asking for no application of the
16 economic development writer. For those of you who
17 aren't aware, the economic development writer is a
18 straight subsidy. It's a subsidy by design. It
19 says, basically, for a large customer, we're going
20 to reduce the amount you have to pay and everybody
21 else has to make it up. We don't think that large
22 customers, or rather these type of customers should
23 be able to use the economic development writer
24 because you have that statute that literally says,
25 don't allow subsidies.

1 And the economic development writer itself
2 says, hey, you can put in alternative terms and
3 conditions. So it, itself, anticipates you don't
4 have to apply this in every case.

5 And we don't apply this in every case.
6 Evergy's existing MKT and SIL Tariffs already say,
7 you can't use the economic development writer.

8 So this is something that we've already
9 done for other large customers.

10 Now, I want to touch on this because it
11 gets a little weird. The Company has put forward --
12 in my understanding, they are allowing customers to
13 take on the economic development writer, but they
14 have created a separate writer that's attempting to
15 claw back that subsidy.

16 In the initial filing, I believe this was
17 the SSR, and then I believe in the stipulation, they
18 changed the name of it. And you might -- if you ask
19 them, they might say, yeah we're trying to claw back
20 that subsidy through a separate writer.

21 And I pose to you a simple question, why
22 on earth would you do it that way? Like, why would
23 you give them a subsidy and then claw it back to a
24 separate writer? Just don't give them access to
25 ADR. You can do it. You've already done it. It's

1 legally allowed, just don't allow them to use the
2 ADR. It's that simple.

3 Mandatory emergency curtailment feature.
4 Okay, you all probably are aware SPP is having
5 energy problems. It's having tight margins. It's
6 having difficulty sourcing its energy.

7 Evergy West in particular doesn't have
8 generation capacity in its own to meet its demand.
9 It has to buy with bilateral contracts. And they
10 won't until 2030.

11 Right now, because of a stipulation, we
12 are doing what is called a value of lost load study.
13 And what that value of lost load study says is,
14 basically, there may be a point where it makes sense
15 for a utility to not supply energy because it's more
16 cost effective to not supply energy. And if that's
17 what the study says, we think that's what should be
18 applied.

19 Basically, if there is a point where the
20 utility says, hey, it's cheaper for us overall for
21 everybody just to not supply you energy, that's what
22 we're going to do.

23 Now, if that sounds a little bit
24 confusing, I strongly encourage you to ask Dr. Mark
25 about this. He's the one who can provide all the

1 details on this. He can explain better what that
2 means.

3 This kind of thing, it's already kind of
4 anticipated in Texas. So it's not out there.
5 Again, it's not out of the ordinary. We're asking
6 for that to be implied here in Missouri.

7 The preconstruction and postconstruction
8 analysis reporting metrics, again, the OPC proposed
9 three studies of power usage effectiveness, water
10 usage effectiveness and total harmonic distortion.

11 These are really just about transparency,
12 you know, to Commissioner Kolkmeyer's point earlier
13 regarding how much water does Meta use, this is
14 trying to make sure that that information is readily
15 in front of the Commission. It's, basically, just
16 transparency, best practices and resource adequacy.

17 Now, I do want to talk a little about that
18 third one because that one's the unique one. That's
19 one's a little bit weird and intrusting.

20 So what is total harmonic distortion?
21 Electric harmonics refer to unwanted voltage or
22 current variations due to load variation. So like,
23 if you could imagine your lights starting to
24 flicker, that's because some really big entity
25 nearby was turning up or down their power, and they

1 were causing congestion on the line, for example.

2 And we already have data right now today
3 that shows that these power distortions are worse
4 closer to data centers. Like, we already have a
5 report by Whisker Labs that shows that data centers
6 are having a severe impact on the harmonics of
7 nearby local residents.

8 And those can have profound impacts. They
9 increase your risk of house fires, they lower the
10 life of your appliances and have to run electricity.
11 This is a major issue.

12 And we think that mitigating those should
13 be costs borne by those causing them. Again, we're
14 supporting cost causation. And I just want to bring
15 this up because earlier it was mentioned that these
16 issues that we're raising are behind-the-meter
17 issues.

18 That's not entirely true. This is very
19 much an electric grid issue. This is a safety and
20 reliability issue. And having the Commission
21 require the companies to put forward information on
22 this is going to help make sure that we are
23 providing safe and adequate service.

24 Now, the good news is that this is
25 actually really easy to do. There's already

1 companies, like Ting, who built little monitors that
2 you can just plug into an outlet, and they'll
3 monitor the amount of variation in your home.

4 And just to kind of show you what that
5 looks like, this is a graph that shows a -- harmonic
6 variations in, I believe, it's Virginia. And you
7 can see, sort of, this as a normal one along the
8 bottom. The bad harmonics along the top is what it
9 looks like nearer to a data center.

10 So you can see they can have some pretty
11 significant impacts on the grid, and we're asking
12 for the Commission at this stage just to require
13 studies to help explain this, to help track this,
14 and if necessary, that's going to allow us to make
15 arguments in the future for how to correct it.

16 The phase two study, I'm not going to
17 spend much time on this. This is a really simple
18 one. Effectively, there's a \$200,000 deposit in
19 place to help pay for interconnection agreements if
20 a customer wants to come on. Evergy wants to waive
21 that under certain circumstances.

22 We think, you know, if a customer's going
23 to join the grid of your size, you need to have
24 enough skin in the game to show that you're going to
25 actually take.

1 I want to point out that, like, we're
2 talking \$200,000 on issues where people are dropping
3 billion dollars on data centers. I genuinely don't
4 know that this is, like, an issue holding up
5 anything.

6 And we don't have an objection if the
7 Company wants to waive it from their end and put it
8 on shareholders. They have every benefit or reason
9 to because it's going to ultimately benefit them.

10 So the short version is, Evergy proposed
11 it. They said they want to waive it under certain
12 circumstances. We just say, don't waive it. That's
13 it.

14 The last one I want to talk about is a
15 community benefits program. Again, I think most of
16 you are already aware that there is a reduction in
17 the federal funding currently available to serve a
18 lot of the programs that are aimed at helping rate
19 payers in Missouri that are on the lower end of the
20 economic spectrum.

21 I'm also fairly certain that in a week's
22 time when you all come to the Power (indiscernible)
23 Affordability Summit, this issue is probably going
24 to be brought up there as well.

25 So we look at this, and we say, hey, these

1 data centers, they're posing a lot of risk to the
2 system by being brought online, right? There's that
3 risk of subsidized. There's that risk of stranded
4 investment.

5 In order to combat that risk, we think
6 that these data centers should be contributing to a
7 community benefits program that would help balance,
8 right. It would help to give back to the community
9 and justify their presence on the grid.

10 And, again, we believe this is consistent
11 with Missouri law and is already included in other
12 states such as Texas and Oregon.

13 And I'll say it for the third time, if you
14 have any questions, if you want more details, I,
15 please, strongly encourage you to ask our witness,
16 Dr. Jeff Mark, to provide more details on this.

17 Okay, so in my conclusion, if there was
18 ever a time to be skeptical, Commission, this is it.
19 This is the time where you really need to start
20 thinking about, okay, how sure are we that these
21 data centers are actually going to be able to
22 justify the amount of investment they're calling for
23 here in the state.

24 You need to be asking that question, you
25 know, can these things actually turn a profit, can

1 they survive for the 30, 60 years that we are
2 anticipating to have generation online to serve
3 them.

4 We also need to say, you know, what are
5 the rewards and what other risks. Because you've
6 heard a lot about the benefits from the various
7 interveners, but you haven't heard much from --
8 about the risks from anybody outside of OPC and
9 Staff. And, again, that's a bit of a concern.

10 And you need to be considering whether or
11 not you should even be hearing this here. As I
12 said, Staff put forward the idea let's consider
13 making this a workshop. You should actually
14 consider making this a workshop.

15 There's no reason you can't just deny both
16 tariffs and say, let's go handle this, and Liberty
17 for that matter, all at the same time and the same
18 place. And that would allow you all to be more
19 directly involved in the discussion, to ask
20 questions directly and to better inform yourselves.

21 And I think that that's a really --
22 honestly, it's a smart idea, and I strongly
23 recommended you to consider it.

24 Last slide, what is the OPC asking? The
25 OPC is asking for cost causation to be maintained.

1 The OPC is asking that the Commission follow its
2 legislative guidance, that you avoid allowing the
3 subsidies that are built into Evergy's and the rest
4 of the parties' stipulation from occurring.

5 And on that point, again, in my opinion,
6 this case is not so much a facts-base issue that we
7 get with all the rate cases.

8 In my opinion, this case really is a
9 policy issue. And honestly, it's, basically, just
10 one major policy issue, and that is what is the
11 state saying with regard to subsidizing data
12 centers?

13 Now, if you all believe that the policy of
14 this state should be that we are going to subsidize
15 data center build-out, then by all means, go with
16 what Evergy and Ameren and all the other interveners
17 have proposed because that's what you're going to
18 get.

19 You're going to get a system that allows
20 for non-large load customers to subsidize data
21 center build-out.

22 If alternatively, you say, we welcome data
23 centers. We're happy to have you here, but you have
24 to pay your own way, that's when you should be going
25 with the OPC. That's when you should be going with

1 Staff because that's our end goal.

2 Despite what anybody else has said, our
3 goal here is simply to make sure that at the end of
4 the day, data centers are paying for themselves,
5 large load customers are paying for themselves, and
6 that we are not getting cross subsidization. And
7 that, Commission, concludes my opening arguments.

8 REGULATORY LAW JUDGE WALKER: First, I'd
9 like to welcome Commissioner Coleman who has gone
10 from being virtual to being real. And then ask if
11 there are any Commission questions. Commissioner
12 Kolkmeier?

13 COMMISSIONER KOLKMEYER: Thank you, Judge.
14 Who is Patmos Hosting?

15 MR. CLIZER: A company that builds data
16 centers. Again, I would actually ask Dr. Jeff if
17 there's more specific information than that on it.

18 COMMISSIONER KOLKMEYER: And they are
19 current -- they currently have one in Kansas City?

20 MR. CLIZER: Building, I believe. In the
21 process of. I'm not sure of the time frame.

22 COMMISSIONER KOLKMEYER: Yes.
23 (Inaudible.)

24 MR. CLIZER: It is cited in his testimony,
25 I will point out, and I'll get you the citation

1 later if you would like, but he references it in
2 testimony.

3 COMMISSIONER KOLKMEYER: Okay, thank you.

4 REGULATORY LAW JUDGE WALKER: Commissioner
5 Hahn?

6 CHAIR HAHN: Thank you, Mr. Clizer, for
7 your opening.

8 I want to understand OPC's position
9 clearly, and I may not because OPC did not mention
10 anything about Staff's proposed tariff. And we have
11 two very distinct choices.

12 What I think I might have actually heard
13 is that you may potentially, with protections that
14 are added by the OPC, be closer to the stipulation
15 and agreement.

16 Is that's the case, or are you still
17 advocating for Staff's proposed tariff plus your
18 additional modifications?

19 MR. CLIZER: Thank you, Commissioner.
20 That's an exceptionally good question. It actually
21 reminds me to address something that I wanted to
22 touch on earlier.

23 Specifically, I believe it was Mr. Lowery,
24 on behalf of Ameren, got up here and told you it's a
25 binary choice. You have to make a binary choice.

1 And with all due respect, he is wrong.
2 This is not a binary choice. I understand why you'd
3 see it that way. You have one proposal. You have a
4 second proposal. You'd think those are the only two
5 options.

6 But it's not at all the case. This
7 Commission has the power to pick and choose. It can
8 look at what it likes in each of the two proposals
9 and say, we like a little from Column A; we like a
10 little of Column B.

11 It has the ability to stay, we like what
12 you're going for, but we think there should be
13 additional protections, like what the OPC is asking
14 for. It has the power to say, we think this also
15 needs to be put in there.

16 To answer your question directly, I think
17 that, yes, if we got additional protections on top
18 of what Staff, it would, sorry, on top of what the
19 Company is proposing, it would definitely get us
20 much closer to something we'd be comfortable with.

21 I also don't think that that was possible
22 to achieve from a settlement position because we're
23 requiring, we're asking to prevent that subsidy,
24 which is, ultimately, going to benefit the Company
25 bottom line.

1 And I think that was probably an
2 insurmountable hurdle. I can't speak for the
3 Company, obviously, but, you know, that's just my
4 two cents on it.

5 But at the end of the day, you know,
6 again, I think Staff, for the large part, would,
7 honestly, agree with me, you have a wide option on
8 what to order here. You can absolutely simply say,
9 this is the general parameters of what we want.
10 Parties to go back and work together on getting
11 something together.

12 You can say, we have proof of -- we like
13 Staff's overall design, but maybe not the minimum
14 build. That's a little bit confusing. Maybe we
15 should adopt what the Company had. Be creative.
16 Explore options. Don't just stick yourself in the
17 camp of thinking it has to be A or B. That is a
18 mistake.

19 You guys are smart enough to know that
20 there are a multitude of ways to solve a problem.
21 So I recommend that you consider it.

22 Again, to answer your question directly, I
23 think that if we got all the recommendations we put
24 on top of what the Company proposed, we'd be
25 significantly closer. I would need to double check,

1 but that's kind of where I'm at. Is that -- does
2 that answer the question?

3 CHAIR HAHN: I think so. Thank you.

4 REGULATORY LAW JUDGE WALKER: Any more
5 Commissioner questions? Okay, hearing none -- okay,
6 we are going to break for lunch. Before we do that,
7 in a bit of magic, I have received Staff's
8 objections to Evergy's late filing while they were
9 sitting here.

10 It is (inaudible.) And OPC, if you'd like
11 your objections to be part of the record, please
12 have them here by the end of tomorrow.

13 MR. CLIZER: Do I need a written
14 objection? Or can I make a standing objection to
15 it?

16 REGULATORY LAW JUDGE WALKER: You can make
17 a standing objection to it.

18 MR. CLIZER: If I'm being completely
19 honest with you, Your Honor, I would prefer to make
20 a standing objection.

21 I had not had an opportunity to review the
22 testimony, and therefore, I would object to its
23 inclusion until given at least the proper time to
24 review it and potentially file responsive testimony
25 if so warranted.

1 REGULATORY LAW JUDGE WALKER: Actually,
2 I'll allow both of you to have rebuttal testimony to
3 the extra testimony that was filed during the
4 testimony today.

5 MR. PRINGLE: And, Judge, would you like
6 that as prefiled rebuttal or live on the stand
7 rebuttal? And if prefiled, when would you like for
8 us to file that?

9 REGULATORY LAW JUDGE WALKER: Well, I'm
10 assuming Mr. Gunn is going to be the first witness
11 so live is what I'm guessing.

12 MR. PRINGLE: All right, thank you, Judge.

13 MADAM COURT REPORTER: I'm sorry, who made
14 that objection? I can't see the video any longer
15 for some reason.

16 MR. CLIZER: Sorry, I think the objection
17 was made by John Clizer on behalf of OPC, but the
18 second person talking who posed a question to the
19 Judge was Travis Pringle on behalf of staff.

20 MADAM COURT REPORTER: Okay.

21 MR. PRINGLE: And this is Travel Pringle,
22 and that, Mr. Clizer, is correct.

23 REGULATORY LAW JUDGE WALKER: All right.

24 MADAM COURT REPORTER: Okay, thank you.

25 REGULATORY LAW JUDGE WALKER: Have a good

1 lunch. We'll come back here in an hour.

2 Break at 11:36 a.m. until 12:36 p.m.]

3 REGULATORY LAW JUDGE WALKER: We will
4 start testimony, and we will start with Mr. Gunn.

5 MS. WHIPPLE: Thank you. Company calls
6 Kevin Gunn. Your Honor, how do we do a swearing in?

7 REGULATORY LAW JUDGE WALKER: I do that.

8 MS. WHIPPLE: Great.

9 REGULATORY LAW JUDGE WALKER: Can you
10 raise your right hand? Do you promise to tell the
11 truth, the whole truth and nothing but the truth so
12 help you God?

13 THE WITNESS: I do.

14 REGULATORY LAW JUDGE WALKER: Okay, you
15 may proceed.

16 KEVIN GUNN,

17 THE WITNESS HEREINBEFORE NAMED, having
18 been first duly cautioned and sworn to tell the
19 truth testified as follows, to-wit:

20 DIRECT EXAMINATION

21 BY MS. WHIPPLE:

22 Q Please state and spell your name for the
23 record.

24 A Kevin Gunn, K-E-V-I-N, G-U-N-N.

25 Q By whom are you employed?

1 A Everygy.

2 Q And what is your position there?

3 A Currently, it's vice president for regulatory
4 and government affairs.

5 Q Did you prepare direct surrebuttal and
6 testimony in support of stipulation and agreement in
7 this case on behalf of Everygy Missouri Metro and
8 Everygy Missouri West, which have been marked as
9 Exhibits 100, 104 and 106?

10 A I did.

11 Q Do you have any corrections to any of those
12 three pieces of testimony?

13 A I have no corrections, but the opinions would
14 conform to supporting the stipulation and agreement
15 that was filed last week.

16 Q Are the answers to those questions and that
17 testimony true and correct today to the best of your
18 knowledge and belief?

19 A They are.

20 MS. WHIPPLE: Your Honor, at this time,
21 Company would move to admit Exhibits 100, 104 and
22 106, please.

23 REGULATORY LAW JUDGE WALKER: What is
24 Exhibit 100?

25 MS. WHIPPLE: Yes, the direct testimony of

1 Kevin Gunn is Exhibit 100. The surrebuttal
2 testimony of Kevin Gunn is Exhibit 104. And the
3 testimony and support of stipulation and agreement,
4 which was, Your Honor, granted leave for that today,
5 that's Exhibit 106. And the rebuttal that we just
6 brought up to you are the hard copies of those.

7 REGULATORY LAW JUDGE WALKER: Thank you so
8 much.

9 MS. WHIPPLE: Are they so admitted, Your
10 Honor?

11 REGULATORY LAW JUDGE WALKER: Yes, they
12 are.

13 [Exhibits 100, 104 and 106 admitted.]

14 MR. CLIZER: Your Honor --

15 REGULATORY LAW JUDGE WALKER: You can't
16 hear me?

17 MR. CLIZER: No, I can hear you.

18 REGULATORY LAW JUDGE WALKER: Okay.

19 MR. CLIZER: I was just going to say, I
20 appreciate that it has already been ruled on, but
21 for the sake of the record, we renew our objection
22 to the admission of the testimony supporting
23 surrebuttal. Again, I appreciate it's already been
24 ruled on.

25 REGULATORY LAW JUDGE WALKER: So renewed.

1 MR. PRINGLE: And this is Travis Pringle
2 on behalf of Staff. Same statement, just standing
3 on that objection from earlier.

4 REGULATORY LAW JUDGE WALKER: So noted.

5 MR. PRINGLE: And that was to just Exhibit
6 106.

7 REGULATORY LAW JUDGE WALKER: Mr. Clizer,
8 are you objecting to all exhibits or just 106?

9 MR. CLIZER: No, just the 106.

10 MS. WHIPPLE: At this time, Your Honor, I
11 would tender the witness for bench questions and
12 cross-examination.

13 REGULATORY LAW JUDGE WALKER: All right,
14 we're going to do cross-examination in the same
15 order. So we'll begin with Staff. Do you have any
16 cross-examination?

17 MR. LOWERY: Your Honor, the order of
18 cross-examination differs based on the witness being
19 crossed, and there's a specific list in order for
20 each sponsoring party in the list of opening, the
21 list of issues filed.

22 REGULATORY LAW JUDGE WALKER: Does anybody
23 have that so I can see it?

24 MR. PRINGLE: Yes, we're pulling that up
25 right now, Judge.

1 REGULATORY LAW JUDGE WALKER: Perfect.

2 MR. PRINGLE: Looks like Ameren Missouri
3 will be going first.

4 MS. HANSEN: Accept as part of the
5 stipulation, the signatories have agreed to waive
6 cross of the other signatories to the stipulation.

7 REGULATORY LAW JUDGE WALKER: So we're
8 right back to Staff?

9 MR. PRINGLE: Yep. With that -- with that
10 clarification, yeah, it is back at Staff.

11 REGULATORY LAW JUDGE WALKER: I meant to
12 do that. Okay, Staff, you may proceed.

13 MS. KLAUS: Thank you, Judge. For the
14 court reporter, this is Alexandra Klaus on behalf of
15 Staff. That is A-L-E-X-A-N-D-R-A, last name is
16 Klaus, K-L-A-U-S.

17 CROSS-EXAMINATION

18 BY MS. KLAUS:

19 Q Good afternoon, Mr. Gunn. I had to check the
20 time there. Were you here during the opening
21 statements in this case?

22 A I was.

23 Q Did you hear your counsel state something to
24 the effect of: Existing practice requires Evergy to
25 reimburse customers for revenues in excess of its

1 authorized rate of return?

2 A I believe she said something to that effect,
3 yes.

4 Q Do you agree with that statement?

5 A If we're found to have been earning over our
6 rate of return, the Commission absolutely could
7 order us to refund that -- that --

8 Q So you do agree with that statement?

9 A If the Commission orders us to refund those
10 revenues that are over our authorized rate of
11 return, yes, I do.

12 Q Does the Kansas version of the FAC include a
13 base amount in rates or is that a fully separate
14 writer?

15 A I actually don't know the answer to that
16 question. Witness Brad Lutz will probably be able
17 to answer that question.

18 Q Thank you. I appreciate that direction. Are
19 you aware of the MKT Tariff?

20 A I am.

21 Q We do have some copies we could distribute
22 around. I would ask that administrative notice be
23 taken of an officially-published tariff. But I just
24 want to work through a couple of quick questions
25 with you. So we'll get a copy up to you.

1 A Sure.

2 MS. KLAUS: Your Honor, may I approach?

3 REGULATORY LAW JUDGE WALKER: Yes.

4 BY MS. KLAUS:

5 Q Mr. Gunn, if I could have you get to Sheet
6 158.1, I believe that's on the second page. And I'm
7 looking at Paragraph 1, rate for energy service.

8 Do you mind reading that for me pretty quick
9 out loud, please?

10 A Sure. (As read) Rate for energy service, an
11 energy charge will be assessed based on the number
12 of kilowatt hours consumed in any given hour
13 multiplied by the appropriate cost to purchase
14 energy from the Southwest Power Pool, SPP, for that
15 hour.

16 The Company will specify the load node to be
17 used in the special high load factor market rate
18 contract described below, and that SPP node will be
19 used to price the hourly energy and all applicable
20 SPP charges.

21 All elements included in the rate will be
22 specified in the special high load factor market
23 rate contract described below.

24 Q Thank you for that. Is that more like the
25 Staff structure or the stipulation in this case?

1 A Well, it's more like the Staff structure, but
2 it's -- because the Staff takes an incremental
3 charge rather than a base rate tariff, which is what
4 the LLPS is.

5 Q Thank you. Could I ask you to please go to
6 Paragraph 2. I'm looking at that captioned, "Rate
7 for Capacity Service." Could you please read that
8 out loud.

9 A Sure. (As read) The Company, we use good
10 utility practice to identify lowest cost capacity
11 options available at the time.

12 MR. FISCHER: I'm sorry to interrupt, but
13 Mr. Gunn, could you slow down for the court reporter
14 a little bit? I think she's probably having a hard
15 time.

16 THE WITNESS: Sure.

17 A (As read) The Company will use good utility
18 practice to identify lowest cost capacity options
19 available at the time each customer requests service
20 under this schedule.

21 The approach to identify these options may
22 include but is not limited to pricing for
23 construction of physical resource to serve capacity
24 or distinct request for proposal for firm capacity
25 offered in the SPP market.

1 Recognizing that capacity may not be obtained
2 in small increments to match customer needs, all
3 efforts will be made to (indiscernible) the benefit
4 of the capacity options for the customer and the
5 company.

6 As needed, the rate for capacity may be
7 inclusive of other capacity-base costs, including
8 all applicable SPP charges, infrastructure
9 investment recovery or customer contributions.

10 The rate in all elements included in the rate
11 will be specified in the special high load factor
12 market rate contract described below.

13 BY MS. KLAUS:

14 Q Thank you for that. Now, does that sound more
15 like the Staff structure or the stipulation in this
16 case?

17 A I mean, to me, it sounds more like the Staff
18 structure, but, again, they are apples and oranges.

19 Q Thank you. Could I please ask you to look at
20 Paragraph 3, and this is captioned, "Pricing for All
21 Other Service."

22 And then I will also ask you to go to
23 Paragraph 4, the last paragraph there. If we have
24 some hiccups in working through that, I'll help you
25 through that.

1 May I ask you to please read aloud Paragraph 3,
2 "Pricing for all other service."

3 MS. WHIPPLE: Judge, I'm sorry, this is
4 Jackie Whipple for the Company. I just want to
5 object to relevance at this point.

6 REGULATORY LAW JUDGE WALKER: (Inaudible.)

7 A Okay. You just want me to read it?

8 BY MS. KLAUS:

9 Q Yes, please.

10 A (As read) Pricing for customer charges and any
11 other applicable charges applicable under this rate
12 schedule are defined within the high -- special high
13 load factor market rate contract described below and
14 shall include all applicable minimum demand and
15 facility charges.

16 Q And then if we hop over to the next page, I'm
17 looking at Paragraph 4. In that last two sentences
18 of Paragraph 4 beginning with, "Customer will not,"
19 may I ask you to read that allowed, please.

20 A (As read) Customer will not be eligible to
21 take service under this rate until the Commission
22 approves the individual special high load factor
23 market rate contract.

24 If the Commission does not approve the
25 individual special high load factor market rate

1 contract, customer may take service under another
2 rate schedule for which they qualify.

3 Q And finally on this round, does that sound more
4 like Staff structure or the stipulation in this
5 case?

6 A Again, I think the point is, is that we've
7 developed a baseload tariff. And this is not a
8 baseload tariff. This is a special incremental cost
9 tariff.

10 So it may sound a lot more like the Staff
11 structure, but that is another example of why Staff
12 structure doesn't work here because we are creating
13 a baseload tariff.

14 Q Does the stipulation allow any customer to stay
15 on the MKT Tariff?

16 A No.

17 Q Does the stipulation allow any customer to stay
18 on the SIL Tariff?

19 A Yes. And I don't think we have any customers
20 on the MKT Tariff, by the way.

21 Q Your surrebuttal and your supplemental
22 testimony focus a good bit on the settlement
23 agreement that was reached in Kansas, would you
24 agree with that?

25 A Surrebuttal, yes.

1 Q And the supplemental? The supplemental would
2 be as to the stipulation?

3 A Right. The supplemental in this case was
4 designed to give the Commission -- to know what was
5 different between our filed case and what the
6 stipulation and agreement was.

7 Q And you couldn't tell me if the FAC is
8 different between Kansas and Missouri?

9 A I don't know the answer to that question.

10 Q There were a couple of industries that I noted
11 were represented in that Kansas stipulation, and
12 more particularly, I'm thinking about Goodyear and
13 I'm thinking about an aerospace entity that was a
14 signatory to that Kansas stipulation.

15 Is that in line with your recollection and
16 understanding?

17 A I believe that's correct.

18 Q Were there any automotive customers that are in
19 this room or in this docket in this case?

20 A No.

21 Q Are there any aerospace customers?

22 A No.

23 Q Do you recall in December 2024 or January 2025
24 meeting with Staff and OPC regarding Evergy's
25 proposed tariff filing?

1 A Are you talking about one of the workshops that
2 we held?

3 Q I don't know if I'd call it a workshop,
4 necessarily.

5 A Where we walked through our proposal with the
6 parties?

7 Q We had some informal meetings, yeah.

8 A That's correct, yes, we did.

9 Q And did Staff provide a marked-up redline of
10 the tariff with comments after that meeting?

11 A They did.

12 Q And did Staff provide a summary of the concerns
13 that it had with the proposed writers?

14 A In writing?

15 Q In writing.

16 A I believe that's correct.

17 Q Do you have a copy of your testimony in support
18 of the stipulation?

19 A I do.

20 Q A little quicker than I am with it there. I've
21 got a copy in front of me now, too.

22 May I please ask you to go to what looks to be
23 page 6?

24 A Sure.

25 Q And I'm looking at lines 4 through 8, and the

1 question is: When did the Company initiate
2 settlement discussions. And you state that (as
3 read,) We, the Company, initiated settlement
4 discussions in earnest after rebuttal testimony was
5 filed and engaged through the course of multiple
6 settlement discussions.

7 All parties had an opportunity to participate
8 in settlement discussions either directly with the
9 Company or with the broad group of interveners at
10 various points.

11 Did I read that correctly?

12 A You did.

13 Q How many total meetings where there between the
14 time that rebuttal testimony was filed and the
15 filing of the stipulation in this case?

16 A Total meetings?

17 Q Total meetings.

18 A Are you talking about settlement discussion
19 meetings?

20 Q Yes.

21 A I can't answer that question. There were
22 multiple, both individual and as a group.

23 MS. WHIPPLE: Can we -- I'm sorry. What's
24 a meeting? Can we get a little more specificity
25 on -- on what your question is?

1 MS. KLAUS: A meeting, I guess it could be
2 any group of people coming together to discuss
3 settlement. I can change the wording of my
4 question.

5 BY MS. KLAUS:

6 Q How many settlement discussions did you have?

7 A I, personally, had multiple discussions with
8 all of the parties.

9 Q Who was invited to these discussions?

10 A Various parties were invited to various
11 meetings. Some were one-on-one and some were as a
12 group.

13 Q Was Staff invited to any group discussion?

14 A Yeah. I actually offered -- and, again, I -- I
15 spoke to Staff before the formal settlement
16 discussions on September 23rd.

17 I spoke to them on September 19th and said,
18 look, we would love to have you participate if you
19 think that the fundamental difference that we have
20 on our tariffs can be resolved. If not, there may
21 not be entire value to do it, but we would love to
22 sit down with you.

23 I had subsequent discussions with other
24 individuals from Staff and made the same offer, that
25 if we felt that there was places where we could have

1 an agreement, we would love to sit down and talk to
2 them.

3 So they were absolutely invited to settlement
4 discussions.

5 Q Thank you for that. And I think you referenced
6 two dates. I just want to make sure I got those
7 clearly. You said September 19th and September
8 23rd, correct?

9 A September 19th was where -- my direct contact
10 with Staff. September 23rd was the formal
11 settlement negotiations, and September 23rd was also
12 the date that I spoke to some of Staff's lawyers and
13 reiterated the offer to participate in settlement
14 discussions.

15 Q And at that time, was the stipulation agreed to
16 in principle?

17 A No.

18 Q When was the stipulation agreed to in
19 principle?

20 A When it was filed.

21 MS. KLAUS: No further questions. Thank
22 you for your time today, Mr. Gunn.

23 THE WITNESS: Sure.

24 REGULATORY LAW JUDGE WALKER: Ms. Klaus,
25 if you would like administrative notice taken of

1 this special high load factor market rate schedule,
2 we need to -- you need to offer it, and we need to
3 mark it.

4 MS. KLAUS: Thank you, Judge. Yes, I
5 would so request, and I'm trying to find our exhibit
6 list. I think we are at Staff Exhibit 208. Staff
7 so offers Exhibit 208, Evergy's schedule MKT special
8 high load factor market rate.

9 REGULATORY LAW JUDGE WALKER: Are there
10 any objections?

11 MS. WHIPPLE: None.

12 REGULATORY LAW JUDGE WALKER: Hearing
13 none, it will be admitted.
14 [Exhibit 208 admitted.]

15 MS. KLAUS: Thank you.

16 REGULATORY LAW JUDGE WALKER: All right,
17 now we'll go to cross-examination -- well, maybe OPC
18 would like a turn. Office of Public Counsel, would
19 you like to go now or would you like to wait until
20 the end?

21 MR. CLIZER: I would like to cross.

22 THE REGULATORY LAW JUDGE WALKER: You want
23 to go now instead of waiting until the end?

24 MR. CLIZER: I think we are the end.

25 REGULATORY LAW JUDGE WALKER: Oh, yeah,

1 you are the end.

2 MR. CLIZER: That's okay.

3 CROSS-EXAMINATION

4 BY MR. CLIZER:

5 Q Good afternoon, Mr. Gunn.

6 A Afternoon.

7 Q I have to say, I didn't have anything prepared,
8 but the first Q and A that you got from Staff has
9 got me real curious. And I want to make sure I
10 heard you right because I think I -- I think I
11 misunderstood.

12 If the Commission sets Evergy's rates in a rate
13 case and then in subsequent rate case determines
14 that the Company over earned its ROE, is it your
15 position that the Commission can order revenues that
16 were accumulated, that were recovered by the Company
17 between the rate cases returned as part of the
18 subsequent rate case?

19 MS. WHIPPLE: Object to the extent that
20 it's asked and answered and also to the extent that
21 it asks for a legal conclusion.

22 REGULATORY LAW JUDGE WALKER: Overruled.

23 A It's my belief that the Commission can order
24 refunds in certain -- under certain conditions.

25

1 BY MR. CLIZER:

2 Q And that's as part of a general rate
3 proceeding?

4 A I think as a general rate proceeding, I believe
5 they would have that authority.

6 Q Okay. I guess I didn't mishear.

7 MR. CLIZER: That was all my questions.

8 REGULATORY LAW JUDGE WALKER: Are there
9 any questions by the Commission? Chair Hahn?

10 COMMISSIONER EXAMINATION

11 BY CHAIR HAHN:

12 Q Good afternoon, Mr. Gunn.

13 A Good afternoon.

14 Q I want to follow on the questioning from
15 Ms. Klaus. In the opening from Ms. Whipple and the
16 PowerPoint presentation, there is a bullet point
17 that says, Staff's tariff proposal, by not
18 participating substantively in settlement
19 discussions, Staff is effectively forcing the
20 Commission to choose between Evergy's tariff and
21 Staff's proposed tariff.

22 Can you further elaborate on what is meant by
23 that bullet point?

24 A Look, I think we came to the conclusion that
25 Staff's proposal is irreconcilable with ours. It's

1 not a pick-and-choose. They're just fundamentally
2 different approaches.

3 And because those -- they have fundamentally
4 different approaches, it's very difficult to
5 actually move and come to an agreement, almost
6 impossible.

7 I've described it as, kind of, like we're in
8 two different -- on two different playing fields,
9 and until we can come to an agreement that we were
10 on one single playing field, it was difficult to do
11 that.

12 But I disagree with OPC's opening where you
13 have the ability to pick and choose because these
14 all -- all these provisions work in concert.

15 All of the protections, all of the writers, all
16 of the -- all of the mechanisms that are involved
17 kind of work in concert.

18 And if you pull one out and push one in, it --
19 it could cause almost fatal flaws in those -- in
20 those documents.

21 So we do believe that it really is a binary
22 choice between what Staff has proposed and what the
23 other parties through their global stipulation and
24 agreement have proposed.

25 Q Okay, thank you. Ms. Whipple brought it up in

1 opening, Staff, I think, has brought it up as has
2 OPC on the FAC.

3 Can you, please, talk about -- OPC proposes
4 changing the FAC potentially in this case.

5 Can you talk about that, if it could be changed
6 in this case, if it could not be. I'm sure there is
7 significant discussion about it. If you would just
8 kind of give me your thoughts.

9 A Sure. And I'll do it at a high level. I
10 think -- Brad Lutz would be another person to go
11 into more detail on this.

12 But we don't believe that you need to change
13 the FAC with this process because we are not carving
14 out LLPS of this, and we think there can be real
15 benefits to customers.

16 There are a lot of circumstances, I think, that
17 have to happen for the FAC to not operate the way
18 it's supposed to under this.

19 We believe that there are circumstances under
20 which, initially because you're projecting some of
21 the accumulation period, projected load, that you
22 actually could see a reduction in some of the rates
23 for existing customers at the beginning part of it.

24 But overall, because of the way that we've
25 incorporated the LLPS customers into the process, we

1 just fundamentally don't believe that we have to do
2 fundamental changes to the FAC.

3 Q Thank you. In Mr. Busch's rebuttal, he argues
4 that Evergy hasn't provided evidence of your large
5 load customer pipeline in detail.

6 Can you speak to what Evergy has or has not
7 provided and why?

8 A Well, obviously, most of this is incredibly
9 commercially sensitive information, both for Evergy
10 as well as for the customers that are seeking
11 service.

12 So we have tried through -- whether it's our
13 earnings call where we're presenting this that are
14 governed by SCC rules or whether it's other
15 presentations or large load filings, we have tried
16 to demonstrate, without specifically naming who the
17 customers are, what our realistic pipeline is, what
18 our realistic queue is.

19 And I think that that's why you see in the
20 chart that I put on that we do place different
21 levels of advancement how far those discussions are
22 on so that we don't overestimate the potential
23 customers that are coming but also not to
24 underestimate that as well.

25 Do we believe that every single one of those

1 projects is going to come to fruition? No, we do
2 not.

3 But they are in our active queue, and so we are
4 in the some sort of discussion with those customers.

5 So -- but we can't specify for, again,
6 commercially sensitive reasons or because we're
7 under nondisclosure agreements and other things that
8 would say specifically what customer, what their
9 name is, what their load ramp is, what size their
10 facility, where it's going to be located.

11 All of that -- and some of that is not
12 necessarily dependent on us. Some of that is
13 dependent on negotiations that the customer might be
14 having with the county or with other entities.

15 So we have tried in our -- to our earnest to
16 demonstrate that this is real. We can't make false
17 statements in our earnings. We can't make false
18 statements to the SCC.

19 We tried to demonstrate that this is real, but
20 we also recognize that there is -- not -- all of
21 these projects are in various stages, and they're
22 not all going to -- not all going to pan out.

23 Q Thank you. One of the items that Staff brought
24 up in their opening is that there's been a lack of
25 transparency, which could have been, based on some

1 of the testimony that was filed, and that Evergy
2 does not agree that there should be a form service
3 agreement.

4 But Ameren has provided an example service
5 agreement. There's been no examples from Evergy.
6 Can you expand on that as to why that's the case?

7 A We have a very -- a very diverse customer base
8 that would fall not only into this but other certain
9 tariffs that we have.

10 And I think that having a form does not grant
11 us the flexibility to deal with the customers and
12 their particular abilities as well as their -- and
13 capabilities.

14 So the -- having a form approved seems to
15 potentially hamper our ability to negotiate with
16 these clients and demonstrate them.

17 I would say that those ESAs are governed by the
18 four corners of the tariff. We cannot do something
19 in that ESA that is not allowed by the tariff or
20 isn't authorized by the tariff.

21 So to say that those ESAs can operate outside
22 of the tariff I don't think is an accurate
23 statement.

24 However, I mean, those ESAs can be provided to
25 the Commission, but I think it's important to

1 realize that a lot of that, what's contained in the
2 ESA are commercial operation utility management
3 terms and conditions, which is really in the
4 province of the utility to be able to manage as long
5 as it's covered by the four corners of the tariff,
6 which it would be.

7 Q Thank you. A large part of Staff's case today
8 and the testimony is a real concern over positive
9 regulatory lag, one direction regulatory lag.

10 I know that this was dealt with in Kansas in a
11 rate case that had an earning-sharing mechanism. It
12 was dealt with in a rate case and not in a tariff
13 case.

14 In your view, is that something that could be
15 implemented in an Evergy rate case in Missouri to
16 match something similar in Kansas to mitigate
17 Staff's concern on positive regulatory lag?

18 A I think the Commission would have the power to
19 order some sort of similar mechanism.

20 I would remind the Commission that the
21 mechanism in Kansas assumed that you are earning
22 your authorized ROE, and I think that that's not the
23 environment that we're in right now. And so I think
24 that's something to keep in mind.

25 But the Commission would absolutely have the

1 authority in a general rate case, and I think that
2 would be the appropriate place to do it, to deal
3 with the mechanism, if it so chose to do that.

4 Q Okay. One other item relating to Kansas, the
5 Kansas stip and agreement had a collateral change
6 where collateral could be reduced at five years. In
7 this stip and agreement, it's three. Why? Why the
8 difference?

9 A I think what that three years is, is that there
10 would be no collateral reduction after three years.

11 I think for certain customers, we would review
12 that. I think it says we reviewed it on an annual
13 basis after that three years to determine whether a
14 collateral reduction is necessary.

15 The size and scope of some of these projects
16 and if they have good payment history for three
17 years, and I think the stipulation and agreement
18 also has certain metrics that we would take into
19 account.

20 We're not obligated to do that, but we thought
21 that, especially with certain customers that have
22 demonstrated credit worthiness, that have fulfilled
23 all of the requirements, that that three years was
24 enough for us to be comfortable, that we would be
25 able to take a good look at it. That would give us

1 enough history to be able to start taking a look at
2 it on a going-forward basis on an annual basis.

3 I don't know that there's a lot of magic
4 between three and five, and I think that collateral
5 reduction would be customer specific, especially
6 those customers that have demonstrated high credit
7 worthiness, good payment history, you know, already
8 demonstrated examples of fulfilling their
9 obligations.

10 Q Yeah. It just seems like there is a lot of
11 parity between the two proposals. And for that
12 sake, I was curious if there was a particular reason
13 why collateral could be reduced after three years in
14 Missouri compared to five years in Kansas.

15 A I would tell you that it was a negotiated
16 settlement and some of the parties felt it was
17 appropriate, and we felt like it was fine to move to
18 that.

19 Q Sorry, I have more. I have more, but I have to
20 find my notes.

21 A No problem.

22 Q On the writers and the stip and agreement --
23 I'm trying to think through the Green Solution
24 Connection's Program, which is on page 19 of the
25 stipulation.

1 A I'm looking at it now.

2 Q I'm kind of confused about how the program or
3 the writer would operate because it says it gives
4 subscribers an opportunity to subscribe to future
5 renewable energy attributes associated with new
6 company-owned wind or solar acquired through the IRP
7 process that are not needed to meet renewable
8 compliance targets or requirements.

9 Can you talk me through the aim of that
10 program? I assume it's based on corporate goals and
11 if subscribers would pay for the entire costs of
12 those projects.

13 A I'll answer what I can. Mr. Lutz might be a
14 better person to walk you through this, but I
15 believe what this allows to do is corporate
16 policies, if they wanted to give them the
17 flexibility to meet their corporate sustainability
18 goals, not mandates or anything.

19 So if we are not using them to fulfill whatever
20 requirements we have in the state of Missouri, we
21 can future sell those attributes to those companies.
22 They could purchase them and use them to fulfill
23 their corporate sustainability goals. But that
24 would be subject to check with Mr. Lutz.

25 Q Okay, I might ask him. Thank you. On the

1 subject of EDR, it's been brought up, I think, by
2 both Staff and OPC that if you're eligible for LLPS,
3 you should not be eligible for EDR.

4 My reading of EDR is that you are eligible.
5 It's an automatic under statute and that you are
6 trying to reconcile that with the LLPS and trying to
7 then -- there's an additional writer that was added
8 to try to make up the difference if you're not
9 covering your full cost of service.

10 Is that however Evergy reads it? Is there any
11 way using an EDR and LLPS that the large load
12 customer would not cover their full cost of service?

13 A So that was, actually, our reading. We believe
14 that EDR is a mandatory statute, and even though
15 there are some qualifiers that otherwise -- we would
16 be forced to offer that to an otherwise eligible
17 company. So we agree with that reading.

18 We believe that because of the way that the
19 mechanism and the demand charge is set up, that that
20 will get that 120 percent threshold, which means
21 the EDR would not be available.

22 So -- but the -- but the writer is designed if
23 that threshold was not met, that we would be able to
24 make up that and so that that customer would not get
25 the benefit of that EDR discount. That absolutely

1 was the design of that.

2 Q Thank you. I'm looking through my list, and I
3 think it may start with other witnesses, other
4 Evergy witnesses.

5 There were certain studies that OPC proposed on
6 harmonic distortion, water usage and power usage
7 effectiveness.

8 Can you talk me through Evergy's position on
9 conducting those studies if they would be well
10 conducted here or through the environmental
11 regulator or what your position is on those
12 particular studies.

13 A So, fundamentally, that's not information that
14 we can provide. It's more of customer facing. And
15 that -- for part of that reason, we don't think it's
16 appropriate for it to be contained in the tariff.

17 There are a lot of reporting that these
18 customers do do. I think it was mentioned in the
19 opening.

20 And we think that much of the information that
21 OPC is looking for can be provided through reports
22 that are already provided by the customers, and we
23 certainly encourage the customer -- customers and
24 OPC to work through those. I just -- we just don't
25 think that it's appropriate for the tariffs.

1 The harmonics issue, there is some question
2 about whether or not data centers really -- there's
3 some dispute out there in the engineering world, but
4 I'm not an electrical engineer, about whether data
5 centers are actually the cause of those voltage
6 irregularities.

7 But to -- from our extent, we would be required
8 to follow the power quality SPP interconnection
9 rules that we think take care of that.

10 If the parties agree that studies should be
11 done, it could be outside of this tariff and could
12 be done on a voluntary basis or through another
13 agreement.

14 But fundamentally, they're not really
15 company -- we don't have the ability to talk about
16 water usage, for example. We don't regulate it. We
17 don't provide it. We don't have the ability to do
18 that.

19 So I mean, we're happy to discuss what aspects
20 that we can provide, but, again, we think it's not
21 as appropriate to put in the tariff moving forward.

22 Q One of OPC's other requests was a
23 preconstruction analysis and postconstruction
24 reporting metrics, I'm assuming of large load power
25 service customers.

1 Can you tell -- is that something that could be
2 included in the annual report that is part of the
3 stipulation and agreement?

4 A I think the annual reports -- part of the
5 reason we wrote in the stipulation and agreement
6 that the annual reports would be negotiated is so we
7 could work out some of those issues. Again, that
8 would be a negotiated report that we would put in.

9 We included the two, kind of, mandatory items
10 that we have control over, and -- which was the
11 number of customers and I think one other provision
12 that we would be able to provide.

13 But part of the reason we wrote it that way was
14 to allow the parties to figure out what we thought
15 would be helpful, what was already being reported.

16 We didn't want to duplicate reports and what
17 could be contained in those annual reports. But I
18 think those are negotiable among the parties of the
19 stakeholders when -- if the Commission were to order
20 that as part of the tariff.

21 Q Okay. I think that's all I have. Thank you.

22 A Thanks.

23 REGULATORY LAW JUDGE WALKER: Commissioner
24 Coleman?

25 COMMISSIONER COLEMAN: Thank you, just

1 one.

2 COMMISSIONER EXAMINATION

3 BY COMMISSIONER COLEMAN:

4 Q I don't think I -- I don't recall the Chair
5 talking about this, but one of the things that OPC
6 brought up was the \$200,000 deposit and that Evergy
7 wants to waive the fee.

8 And one of the comments, if I remember, OPC
9 stated was that with the amount, I'm paraphrasing
10 here, with the amount of dollars coming into on what
11 would be a result of perspective of LLPS customers
12 that this amount seems pretty low.

13 I wanted to get a perspective from Evergy about
14 that deposit amount.

15 A Sure. First of all, we did, kind of, a survey
16 among other utilities. And we had initially thought
17 it was lower and that perspective was, from the
18 other utilities, were like, no, it needs to be
19 higher.

20 And it's not just 200,000. We can actually
21 request more if those costs go up. So if we use up
22 that \$200,000 and we continue to use it, we reserve
23 the right to, again, go back and charge them --
24 charge them more for that. So it's not just 200 and
25 you're done if it goes over that.

1 We also have, quite frankly, a refund provision
2 that if, for whatever reason, you decide to drop out
3 of that project, we can refund that money.

4 The waiver provision really is designed to give
5 us the flexibility if there is a particular
6 community-interest project that comes in.

7 If, for example, the state were to come to us
8 and say, we are in a competitive process and we want
9 to see if you can -- and this is -- would be -- is
10 just extra money that makes our program not as
11 competitive as it would be.

12 So it's not designed just as, kind of, a, hey,
13 we don't want your money. Because that money helps
14 offsets the cost for the studies that we're
15 providing and offset Evergy labor.

16 It's really designed for those community
17 interest projects that there may be special
18 circumstances, whether it's speed, competitiveness
19 or a particular project that that would somehow be
20 an impediment that we would be able to waive it
21 under those conditions.

22 But -- and we can get you the information, but
23 I think that almost everyone in the queue has paid
24 that deposit.

25 COMMISSIONER COLEMAN: Thank you, Judge.

1 That's all.

2 REGULATORY LAW JUDGE WALKER: Okay. We'll
3 go to recross.

4 MS. HANSEN: Just one moment, please,
5 Judge. No recross. Thank you.

6 REGULATORY LAW JUDGE WALKER: Office of
7 Public Counsel, do you have recross?

8 MR. CLIZER: Just briefly.

9 RECROSS-EXAMINATION

10 BY MR. CLIZER:

11 Q In part of the discussion with the Chair, you
12 had talked about whether or not the project
13 analysis, the reporting, is something that could be
14 provided.

15 And I believe that your response was
16 effectively that the Company cannot provide that.
17 Do you recall that discussion?

18 A Yes, I do.

19 Q Okay. You would agree with me that the tariff
20 requires several things from the perspective LLPS
21 customer, correct?

22 A Sure.

23 Q For example, providing collateral, right?

24 A Yes.

25 Q It would be entirely reasonable for the tariff

1 to say as a requirement of receiving service you
2 must provide a study if the Commission found such a
3 study was worth while, wouldn't you agree?

4 A I would agree with one clarification, I think
5 there's a lot of information out there that is
6 already being provided in the manner of which is
7 being provided that people are comfortable with.

8 So I think that that's part of the reason why
9 you have the ability to negotiate that in order not
10 to duplicate and in order to make sure that it's all
11 done correctly.

12 If the Commission orders us to do that,
13 obviously, and puts it in a tariff, obviously, we
14 would comply with that.

15 Q If it's already out there, what's the risk of
16 just allowing it to be put in front of the
17 Commission so people won't have to go looking for
18 it?

19 A It -- that's -- it's not my issue, John.
20 It's -- the customers have commercial sensitivity
21 issues. There are -- there are -- I don't know all
22 the reasons.

23 What I do know is that it's not -- it's not the
24 Company's issues. It's the customer's issues that
25 we have to be respectful for.

1 Q Well, I mean, you just said it's all publicly
2 available. That's part of the reason why --

3 A No, I didn't. What I said is there were
4 certain -- there may be certain publicly available
5 reports and information that they provide already
6 that may be a portion of that, and we don't want to
7 duplicate that.

8 I did not say that all the information was
9 publicly available or that all the information was
10 not -- or that some of the information was not
11 commercially sensitive, which it could be.

12 Q And they could file that in front of the
13 Commission under confidentiality, correct?

14 A That's a potential possible outcome.

15 Q So if there's information out there that isn't
16 publicly available, it would make sense for the
17 Commission to potentially require that to be
18 provided as part of the application process, subject
19 to confidentiality?

20 A The Commission can always order that in a
21 tariff.

22 Q All right. Let's move on. Regarding the
23 economic development writer, I believe there was an
24 exhibit marked previously -- you know what, actually
25 I'm going to skip past that for just a moment. I

1 want to go back to the FAC.

2 In the discussions that you had with the Chair
3 regarding the FAC, I believe that you sort of
4 expressed Everygy's opinion that you don't think the
5 FAC needs to be changed. Do you recall that
6 discussion?

7 A I do.

8 Q And I understand that that's your position. I
9 assume that you're at least familiar with the
10 position put forward by OPC Witness Ms. Mantle?

11 A I am.

12 Q Right. And, again, her position, effectively
13 is that it should be changed for the reasons that
14 she lays out in that. You agree with me on that?

15 A I agree that's her position, yes.

16 Q Of course. My question, really, is would
17 Everygy be willing to consider -- I mean, you
18 testified, effectively, that you don't think it
19 needs to.

20 Would you be willing to consider changing the
21 FAC in accordance with what the OPC has suggested?

22 A I don't know the answer to that question.

23 Q All right. Fair enough. One last second. I
24 don't have any further questions. Thank you.

25 REGULATORY LAW JUDGE WALKER: Your

1 stipulation allows for recross from the parties. So
2 I will call them, and if you have recross. Ameren?

3 UNIDENTIFIED FEMALE SPEAKER: No
4 questions. She gets to redirect.

5 MS. WHIPPLE: I think all of the
6 stipulating parties have waived any kind of cross.
7 Do you mean in response to bench questions, Your
8 Honor?

9 REGULATORY LAW JUDGE WALKER: I do.

10 MS. WHIPPLE: Okay.

11 REGULATORY LAW JUDGE WALKER: Is there any
12 redirect? Do you have any redirect?

13 MS. WHIPPLE: Yes.

14 REGULATORY LAW JUDGE WALKER: All right.
15 Ameren doesn't have anything. Google? Data Center
16 Coalition?

17 MR. VIJAYKAR: No -- no recross from DCC.
18 Thank you, Your Honor.

19 REGULATORY LAW JUDGE WALKER: Velvet Tech
20 Services? Sierra Club?

21 MS. RUBENSTEIN: Not from Sierra Club.
22 Thank you.

23 REGULATORY LAW JUDGE WALKER: Renew
24 Missouri? Evergy?

25 MS. WHIPPLE: Thank you.

REDIRECT EXAMINATION

BY MS. WHIPPLE:

Q Mr. Gunn, do you recall a conversation, I think with the Chair and also with OPC, about project-level detail and what can and what has not been provided?

A Yes.

Q Is this a question for you or maybe for Jason Klindt, are you aware that -- whether the Company provided a DR response in this case with more project-level detail than the SCC earnings call information?

A That's probably a question for Jason but would not be surprised.

Q You also had a conversation with the Chair about the Kansas sharing mechanism. Do you recall that?

A I do.

Q And was that sharing mechanism part of a negotiated settlement with the parties in the KCC proceeding?

A It was.

Q And it's not currently a KCC order, is it?

A Separate and apart from the negotiated settlement?

1 Q That's right.

2 A That's correct.

3 Q But that's on the docket, isn't it, for it to
4 become ordered, isn't it?

5 A Well, KCC -- I could be wrong. Subject to
6 (indiscernible). I thought the KCC approved the
7 rate case settlement last week, but I could be
8 incorrect on that.

9 Q Okay. In conversations about the FAC, do you
10 know if there's a statutory provision that may limit
11 the ability to change the FAC mechanism outside of a
12 general rate case?

13 A There might be. Again, I would -- Mr. Lutz is
14 much more familiar with the mechanics of the FAC
15 than I am.

16 Q And if there is such a statutory restriction,
17 then it can't be changed in this tariff proceeding?

18 MR. CLIZER: I'm going to object on the
19 basis that he just said it should go to a different
20 witness.

21 MS. WHIPPLE: Well, I didn't finish my
22 question.

23 BY MS. WHIPPLE:

24 Q If it was -- if there was such a restriction,
25 would it be your understanding that it couldn't be

1 changed in this proceeding?

2 MR. CLIZER: Objection still stands. He
3 literally just testified this should be asked to a
4 different witness.

5 REGULATORY LAW JUDGE WALKER: I'm going to
6 overrule it. He can give his opinion.

7 A I agree.

8 BY MS. WHIPPLE:

9 Q There was -- there were several questions from
10 Staff regarding settlement discussions among the
11 parties in this case while protecting settlement
12 privilege.

13 Do you still stand behind the sentence on
14 page 6 of your Exhibit 106 testimony (as read,) All
15 parties had an opportunity to participate in
16 settlement discussions either directly with the
17 Company or with the broad group of interveners at
18 various points?

19 A Let me say that part of my job is to reach out
20 to the stakeholders in various proceedings in front
21 of the Missouri Commission and try to reach a
22 consensus.

23 And I certainly did that in this case to each
24 one of the parties separately, definitely
25 separately, and at different stages. But, yes.

1 Q And, of course, that would have included Staff
2 and OPC?

3 A It absolutely did.

4 Q You also had some questions about a statement
5 in my opening presentation.

6 Do you recall that I said: If the Company
7 earns revenue above this offset, the Commission's
8 traditional ratemaking processes will still apply,
9 required Evergy to reimburse customers in the event
10 it exceeds its authorized rate of return?

11 A Yes.

12 Q Now, traditional ratemaking processes, are you
13 aware that that could include the Company filing
14 surveillance reports to evaluate over earnings?

15 A Yes.

16 Q And could other parties file an over-earnings
17 complaint if there was a surveillance report
18 indicating an over earnings?

19 A Absolutely.

20 Q So in response to questions you received from
21 OPC and Staff, you certainly weren't advocating for
22 any retroactive ratemaking or the like, were you?

23 A No.

24 MR. CLIZER: Yeah, I'm going to object
25 again. I believe he's attempting -- I believe the

1 witness is actually being solicited to change their
2 testimony at this point. They said very clearly
3 what they said on the record.

4 REGULATORY LAW JUDGE WALKER: Sustained.

5 MS. WHIPPLE: I'm -- what is the
6 objection?

7 MR. CLIZER: You're soliciting that he
8 change his testimony at this point.

9 MS. WHIPPLE: I disagree, Your Honor. Oh,
10 leading? All right.

11 BY MS. WHIPPLE:

12 Q Do you advocate for retroactive ratemaking, Mr.
13 Gunn?

14 A No.

15 MADAM COURT REPORTER: I just want to say
16 real quick, I think the Judge's mic is off. I
17 think --

18 REGULATORY LAW JUDGE WALKER: Sorry.

19 MADAM COURT REPORTER: Okay, thank you. I
20 think you said sustained and then --

21 REGULATORY LAW JUDGE WALKER: I said
22 sustained and then I said leading.

23 MADAM COURT REPORTER: Okay, thank you.
24 You can go ahead.

25 MS. WHIPPLE: Did the court reporter hear

1 the answer to the last question?

2 MADAM COURT REPORTER: I think you were --
3 let's see, I think you were in the middle of your
4 question. He can go ahead and answer again if you
5 would.

6 BY MS. WHIPPLE:

7 Q Mr. Gunn, do you advocate for retroactive
8 ratemaking?

9 A No.

10 Q Thank you.

11 MS. WHIPPLE: No further questions at this
12 time.

13 REGULATORY LAW JUDGE WALKER: Does any
14 party have an objection to Mr. Gunn being excused?
15 Mr. Gunn, you may be excused.

16 THE WITNESS: Thank you.

17 REGULATORY LAW JUDGE WALKER: I have on my
18 list the next witness is Jason Klindt who is
19 adopting the testimony of Jeff Martin.

20 Will you raise your right hand? Do you
21 promise to tell the truth, nothing but the truth so
22 help you God?

23 THE WITNESS: So help me God.

24 MR. JASON KLINDT,

25 THE WITNESS HEREINBEFORE NAMED, having

1 been first duly cautioned and sworn to tell the
2 truth testified as follows, to-wit:

3 DIRECT EXAMINATION

4 BY MR. BAILEY:

5 Q Please state your name.

6 A Jason Klindt, K-L-I-N-D-T.

7 Q By whom are you employed?

8 A Evergy.

9 Q What is your position there?

10 A I'm the senior director of external affairs.

11 Q Are you adopting Jeff Martin's direct testimony
12 in this case on behalf, excuse me, of Evergy
13 Missouri Metro and Evergy Missouri West, which has
14 been marked as Exhibit 102?

15 A I am, and I would personally like to thank Jeff
16 Martin for this opportunity.

17 Q Do you have any corrections to the adopted
18 direct testimony?

19 A No.

20 Q If I were to ask you these questions, would
21 your answers be the same set forth in Exhibit 102?

22 A Yes.

23 MR. BAILEY: Your Honor, I move to admit
24 Exhibit 102, the direct testimony of Jeff Martin.

25 REGULATORY LAW JUDGE WALKER: So -- are

1 there any objections? Hearing none, the testimony
2 will be admitted.

3 [Exhibit 102 admitted.]

4 MR. BAILEY: Your Honor, I tender the
5 witness for cross-examination.

6 REGULATORY LAW JUDGE WALKER: Thank you.
7 Any cross-examination? Staff?

8 MR. PRINGLE: And for the record, I don't
9 think I spelled my name yet for the court reporter,
10 but this is Travis Pringle, T-R-A-V-I-S,
11 P-R-I-N-G-L-E, on behalf of Staff, and Staff has no
12 questions for Mr. Klindt at this time. Thank you,
13 Judge.

14 REGULATORY LAW JUDGE WALKER: Office of
15 Public Counsel?

16 MR. CLIZER: No questions. Thank you.

17 REGULATORY LAW JUDGE WALKER: Are there
18 any questions from the Commissioners? Chair Hahn?

19 COMMISSIONER EXAMINATION
20 BY CHAIR HAHN:

21 Q Good afternoon.

22 A Good afternoon, Chair.

23 Q I think you might have been in the room earlier
24 when I asked Mr. Gunn about transparency around
25 economic development projects. I think there was

1 also discussion that you potentially have provided a
2 response in a DR to Staff about potential projects
3 or queue.

4 Can you talk about that DR and what you
5 provided to Staff?

6 A Absolutely. Yeah, what I provided was a list
7 of all the projects that we had received at Evergy
8 and where they were, at current status what they're
9 load ramp was, and I think I even provided what the
10 jurisdiction that they were located in by county.

11 We did the project -- rather than provide the
12 economic development project name, we just gave it a
13 project number because that name can some times be
14 out in the public and can jeopardize a project. So
15 we took the extra step of calling it Project 1
16 through whatever it was.

17 So we did provide that information that -- it
18 was exactly what we have, which includes the load,
19 the jurisdiction, the year that they're starting and
20 what their ramp looks like.

21 Q Okay. And I'm assuming that's not on the
22 record. So I wouldn't have the ability to access
23 that, or do I?

24 MR. HIATT: Your Honor, we can provide
25 that --

1 CHAIR HAHN: Thank you.

2 MR. HIATT: -- during the break.

3 REGULATORY LAW JUDGE WALKER: I'm not sure
4 who said that.

5 MR. HIATT: Oh, my name is Chandler Hiatt,
6 C-H-A-N-D-L-E-R, last name H-I-A-T-T. Thank you.

7 REGULATORY LAW JUDGE WALKER: Thank you.

8 BY CHAIR HAHN:

9 Q Do you think that that request, in using those
10 more confidential, you know, numbers instead of
11 project names, is that something that could be
12 incorporated into your company's annual report?

13 A I would assume that it is something that could
14 be. I mean, would need some definition around what
15 you're -- you know, exactly what looking for. But,
16 yes, it's something that we can make out if that's
17 the Commission's will.

18 Q Thank you.

19 REGULATORY LAW JUDGE WALKER: Mr. Hiatt,
20 in order for the Commission to consider this
21 evidence, it must be authenticated by a witness and
22 offered, just a note.

23 Are there any more Commission questions?
24 Okay, hearing none, okay, we will -- are there any
25 cross-examination questions on the basis of

1 Commissioner questions? Ameren Missouri?

2 UNIDENTIFIED FEMALE SPEAKER: No

3 questions.

4 REGULATORY LAW JUDGE WALKER: Google?

5 MR. SCHULTE: No questions, thank you.

6 REGULATORY LAW JUDGE WALKER: The Data

7 Center Coalition?

8 MR. VIJAYKAR: No questions. Thank you.

9 REGULATORY LAW JUDGE WALKER: Velvet Tech
10 Services? Sierra Club?

11 MS. RUBENSTEIN: No questions. Thank you.

12 REGULATORY LAW JUDGE WALKER: Renew
13 Missouri? Staff of the Missouri Public Service
14 Commission?

15 MR. PRINGLE: Yes, Judge. Thank you.

16 CROSS-EXAMINATION

17 BY MR. PRINGLE:

18 Q Good afternoon, Mr. Klindt.

19 A Good afternoon.

20 Q And do you recall discussing a potential DR
21 response with Chair Hahn earlier?

22 A Moments ago, yes.

23 Q And I just want to know, have you had the
24 chance to review the testimony of Staff Witness
25 James Busch?

1 A No.

2 Q Do you -- does the DR Number 92 sound about
3 right to the DR that you were discussing with Chair
4 Hahn?

5 A I would love to tell you that my memories is
6 that good. But I just swore that I would tell the
7 whole truth, and it's not that good.

8 Q I'll try to get around because it is a
9 confidential DR. The substance of that response did
10 have to do with large load project ramp details,
11 correct?

12 A What I provided was, essential, an Excel
13 document that randomized -- that had the numbers
14 Project 1, Project 2. It showed load ramp. It
15 showed jurisdiction. Whether that's DR 92 or --
16 otherwise, I could not tell you.

17 Q That is what I'm looking at with Appendix 2,
18 Schedule 5 to James Busch's confidential testimony.
19 So think -- I think you've confirmed it for me, sir.

20 A Thank you.

21 Q Thank you.

22 MR. PRINGLE: And, sorry, I forgot about
23 that part. No further questions, Judge.

24 REGULATORY LAW JUDGE WALKER: Office of
25 Public Counsel?

1 MR. CLIZER: I have no questions.

2 REGULATORY LAW JUDGE WALKER: Redirect by
3 Evergy?

4 REDIRECT EXAMINATION

5 BY MR. HIATT:

6 Q Mr. Klindt, in response to DR 92, did you sign
7 a verification?

8 A I don't remember.

9 Q Would you be able to provide written
10 authentication of the DR in a later response?

11 A Yes.

12 MR. HIATT: No further questions, Your
13 Honor. Thank you.

14 MR. CLIZER: Can I just -- is the
15 testimony that the DR in question is attached to Mr.
16 Busch's testimony? Is that --

17 MR. HIATT: Yes. The DR, I believe, that
18 Chair Hahn and Mr. Klindt were discussing is an
19 appendix under Mr. Busch's testimony.

20 MR. CLIZER: Can I solicit that the
21 parties might later be able to confirm that, and if
22 necessary, that would relieve the need to recall
23 Mr. Klindt and submit the evidence? I mean, if it's
24 already in the record, I think that most parties
25 would be okay with just leaving that be.

1 REGULATORY LAW JUDGE WALKER: Is that fine
2 with Evergy since they are the one that wants to
3 produce the document?

4 MR. HIATT: Yes, that is fine, Your Honor.

5 REGULATORY LAW JUDGE WALKER: All right,
6 we'll do that. Is there any -- are there any
7 objections to Mr. Klindt being excused? Hearing
8 none, you may be excused. The next witness on the
9 list is Derek Brown.

10 MR. BAILEY: The Company calls Derek
11 Brown. For the court reporter, my name is Cole
12 Bailey, C-O-L-E, B-A-I-L-E-Y.

13 REGULATORY LAW JUDGE WALKER: Direct
14 examination -- well, let's swear Mr. Brown in. I
15 mean, he looks pretty honest, but -- do you promise
16 to tell the truth, the whole truth and nothing but
17 the truth so help you God?

18 THE WITNESS: I do.

19 REGULATORY LAW JUDGE WALKER: Evergy, you
20 may proceed.

21 MR. BAILEY: Thank you, Your Honor.

22 DEREK BROWN,

23 THE WITNESS HEREINBEFORE NAMED, having
24 been first duly cautioned and sworn to tell the
25 truth testified as follows, to-wit:

DIRECT EXAMINATION

BY MR. BAILEY:

Q Mr. Brown, can you, please, state your name and position?

A Yes. It's Derek Brown, D-E-R-E-K, B-R-O-W-N. I'm the director of large customer strategy and planning at Evergy.

Q And are you the same Derek Brown the caused to be filed 14 pages of surrebuttal testimony on September 12th?

A Yes.

Q And if I were to ask you those same questions today, would your answers be the same or substantially the same?

A Yes.

MR. BAILEY: I tender the witness for cross-examination, Your Honor.

REGULATORY LAW JUDGE WALKER: All right. Staff, do you have any cross-examination?

MR. BAILEY: Your Honor, I want to offer up the testimony four Exhibit 103, the surrebuttal of Derek Brown.

REGULATORY LAW JUDGE WALKER: Are there any objections to the admission of Mr. Brown's testimony? Hearing none, Exhibit 103 will be

1 admitted.

2 [Exhibit 103 admitted.]

3 REGULATORY LAW JUDGE WALKER: Mr. Pringle,
4 you may proceed.

5 MR. PRINGLE: Thank you, Judge.

6 CROSS-EXAMINATION

7 BY MR. PRINGLE:

8 Q Good afternoon, Mr. Brown.

9 A Good afternoon.

10 Q Do you have a copy of your surrebuttal up there
11 with you? I think it's Exhibit 103?

12 A I do.

13 Q Could you, please, turn to page 2, lines 12 to
14 14. Let me know when you're there.

15 A Yes.

16 Q And do you see where you state you are familiar
17 with the tariff requirements of the, quote, National
18 Energy Reliability Corporation, NERC, end quote?

19 A Yes. That's correct.

20 Q And just to clarify, is that reference of NERC,
21 is that the same as the North American Electric
22 Reliability Corporation?

23 A Yes. That's correct.

24 Q And you are familiar with the North American
25 Electric Reliability Corporation?

1 A That's correct.

2 Q Are you aware of the North American Electrical
3 Reliability Corporation, or NERC, disseminating
4 information to the industry through e-mail based
5 NERC alerts?

6 A Yes.

7 Q And certain situations, NERC requires
8 acknowledgment of receipt of its alerts, correct?

9 A That's my understanding, yes.

10 Q Is Evergy, Inc., a registered entity with NERC?

11 A That's my understanding, yes, we are.

12 Q And do you understand that registered entities
13 are registered with NERC under specific functions?

14 A That's correct.

15 Q Is Evergy, Inc., registered with NERC as a
16 transmission owner, transmission operator,
17 transmission planner and resource planner among
18 other functions?

19 A I'm aware, yes, of several of those that you
20 listed.

21 Q All right, thank you, Mr. Brown.

22 MR. PRINGLE: Judge, at this time, I'd
23 like to mark a Staff exhibit. I guess this would be
24 Staff Exhibit 209 and ask the witness a couple of
25 questions about it.

1 My colleague, Ms. Klaus, has copies for
2 the room. This is the North American Electric
3 Reliability Corporation's industry recommendation,
4 large load interconnection study, commissioning and
5 operations. And the initial distribution date on
6 this exhibit is September 9th, 2025.

7 REGULATORY LAW JUDGE WALKER: Okay. This
8 exhibit will be marked 209. Are there any
9 objections to its admission? Hearing none, the
10 exhibit will be admitted.

11 [Exhibit 209 admitted.]

12 MR. BAILEY: I'm going to object, Your
13 Honor. We need to -- for this to be on, he -- our
14 witness has never seen this or read it. It appears
15 to be 15 pages, 16 pages. He would need to lay a
16 foundation.

17 MR. PRINGLE: As the witness has
18 previously said, he is familiar with NERC, the
19 functions of NERC and the alerts that go out via
20 NERC.

21 This ties in with all of that. I believe
22 the foundation has been laid, Judge, and also --
23 well, permission to approach the witness to hand him
24 a copy of this as well.

25 REGULATORY LAW JUDGE WALKER: Please do.

1 And while you're at it, why don't you ask him if
2 he's read it.

3 BY MR. PRINGLE:

4 Q And Mr. Brown, have you seen this NERC alert
5 before?

6 A I saw that it was published, if you're
7 referring to this industry recommendation.

8 Q Yes.

9 A And however, I've not read it in detail.

10 Q All right. Well, really the emphasis that I'm
11 looking at will have to do with page 1 and page 8.
12 If you'd like to take a moment to review those
13 pages, I'm happy to wait.

14 REGULATORY LAW JUDGE WALKER: I'm going to
15 hold the admission of the exhibit until a proper
16 foundation has been laid for it. It doesn't appear
17 this witness can do that.

18 BY MR. PRINGLE:

19 Q Well, Mr. Brown, you are aware of the North
20 American Electric Reliability Corporation, correct?

21 A That's correct. However, I haven't read this.

22 Q Have you had any interaction with NERC alerts
23 in the past?

24 A In the past, yes, but not on this particular
25 topic.

1 Q So what is the purpose of a NERC alert?

2 A Generally speaking, it is when -- and, again,
3 this is summarizing. My own experience is that it's
4 when there's a sufficient level of cause to -- for
5 NERC to reach out to particular registered entities
6 to take some kind of action. I mean, that's broadly
7 speaking what it's used for.

8 Q And if a registered entity receives a NERC
9 alert, do they have to respond to it?

10 A My understanding is, generally, yes.

11 Q So if this is a NERC alert and Evergy is a
12 registered entity with NERC, this is an alert that
13 Evergy would have to respond to?

14 A That is correct.

15 Q And what role do you play in guiding Evergy's
16 response to NERC alerts?

17 A So depending on the topic, broadly speaking, if
18 I am a subject-matter expert in the particular topic
19 of the NERC alert, then I will help guide or
20 facilitate where to get the information, if it is an
21 information request, in order to submit it to NERC.

22 Q And your testimony in this matter was providing
23 support for Evergy's large load power service
24 tariffs?

25 A That's correct.

1 Q And, again, this study is titled: Large Load
2 Interconnection Study Commissioning and Operations,"
3 correct?

4 A That is what I see the title is, yes.

5 MR. PRINGLE: Well, Judge, I'd move, once
6 again, to enter this exhibit on the record.

7 MR. BAILEY: I'm going to object -- renew
8 the objection. No foundation.

9 REGULATORY LAW JUDGE WALKER: I agree with
10 the objection.

11 Do you have a witness later that you can
12 admit this document, who can authenticate it?

13 MR. PRINGLE: We have Staff witnesses who
14 have reviewed this document as well due to the NERC
15 alerts going out to -- well, Staff also receives
16 these alerts and reviews them.

17 REGULATORY LAW JUDGE WALKER: Okay. You
18 may ask questions about this, and we'll admit it as
19 an exhibit when you produce a witness who has seen
20 it and is familiar with it.

21 MR. PRINGLE: All right. Thank you very
22 much, Judge.

23 BY MR. PRINGLE:

24 Q All right, so Mr. Brown, looking at page 1 of
25 this alert, and I'm looking at the second full

1 paragraph in red. Do you see that?

2 A Yes.

3 Q And am I correct that this states that (as
4 read,) NERC --

5 MR. BAILEY: Objection, Your Honor. Did
6 you say he could ask my witness these questions
7 before authenticating it?

8 REGULATORY LAW JUDGE WALKER: Absolutely.

9 MR. BAILEY: Okay.

10 BY MR. PRINGLE:

11 Q It states that (as read,) NERC regional
12 entities and NERC registered entities have analyzed
13 a series of disturbances that occurred on the bulk
14 power system, I have it shortened as BTS, resulting
15 in widespread and unexpected customer initiated load
16 reduction of large loads. Did I read that
17 correctly?

18 A Yes.

19 Q And that it further states disturbances --
20 first, it further states, quote, disturbances
21 involved multiple events during which 1,000-plus
22 megawatts of unexpected large loads output reduction
23 occurred and the increase of large load related
24 events coincide with an increase in large load
25 penetration across the bulk power system. Did I

1 read that correctly?

2 A Yes.

3 Q And further on this page, now I'm looking at
4 the third paragraph in red, it also states (as
5 read,) To better understand the reliability impacts
6 of emerging large loads on the BPS, NERC established
7 the large loads task force on August 2024. And in
8 July 2025, NERC published a white paper titled
9 "Characteristics and Risks of Emerging Large Loads."
10 Do you see that?

11 A I do.

12 Q Would you agree this alert includes certain
13 recommendations for NERC players based on their
14 functions?

15 A Yeah, I haven't seen the details. So I don't
16 know if I can confirm that without looking at it.

17 Q Would it be common practice for such alerts to
18 describe multiple functions?

19 A Elaborate on multiple functions again.

20 Q For example, we'll go ahead and discuss the
21 functions as a transmission owner or resource
22 planner, et cetera?

23 A Yes. So, yeah, as far as the NERC registered
24 entity aspect, yes.

25 Q All right. And now I'm looking at page 8 of

1 this document. And just let me know when you're
2 there.

3 A I'm there.

4 Q And do you see how it says, reporting
5 instructions?

6 A Yes.

7 Q And I think earlier we did discuss -- I think
8 you said you were aware of this alert when it was
9 issued on September 9th, correct?

10 A Yes.

11 Q And has Evergy responded to this alert yet?

12 A To my knowledge, we have not.

13 Q Would Evergy be willing to provide it's
14 responses to this alert to the Commission?

15 A Subject to it being relevant to this proceeding
16 and so ordered, I would think so.

17 Q All right. Well, Mr. Brown, that is all I have
18 for you on this document. Thank you, sir.

19 REGULATORY LAW JUDGE WALKER: Do you have
20 any further questions, Mr. Pringle?

21 MR. PRINGLE: Nothing further from Staff
22 this time, Judge Walker. Thank you for your time,
23 Mr. Brown.

24 REGULATORY LAW JUDGE WALKER: The Office
25 of Public Counsel?

1 MR. CLIZER: No questions. Thank you.

2 REGULATORY LAW JUDGE WALKER: Questions
3 from the Commissioners? Chair Hahn?

4 COMMISSIONER EXAMINATION

5 BY CHAIR HAHN:

6 Q Afternoon, Mr. Brown.

7 A Good afternoon, Chair.

8 Q I'm going to ask you about two different items
9 because of your familiarity with SPP.

10 The first item is Staff has proposed that each
11 LLPS customer beyond their own pricing node, and the
12 response to that is that it would result in highly
13 volatile rates.

14 Can you explain that response, how that would
15 work in practice and the potential impacts of doing
16 that.

17 A Sure, yeah. As I kind of out in my testimony,
18 the desegregation of customers from an aggregate
19 load poses risks to both existing customers and the
20 customer you pull out.

21 Fundamentally, because the transmission service
22 functional model that SPP uses is sold on an
23 aggregate basis. So as a pool of resources, it's
24 sold to all load.

25 And then we go to the integrated marketplace.

1 It is dispatched on an aggregate basis as well. So
2 every customer has, in essence, paid for that
3 transmission service through their applicable cost
4 share. And then they get the benefit of it by
5 having each of those resources dispatched to them.

6 So fundamentally, if you separate those out,
7 then you have to slice and dice which resource goes
8 with which customer. When in actuality, all
9 customers have paid for that service and that
10 protection. Doesn't make sense? And that's
11 specific to my congestion hedging comments in my
12 testimony.

13 Q Thank you. The second one is actually
14 something brought up by OPC, which is requiring a
15 mandatory emergency curtailment future to which I
16 think Evergy's response is, we already have that
17 thought for critical infrastructure hospitals, et
18 cetera.

19 A Yes. Yeah, that's true, Chair Hahn. And as,
20 you know, default is that all customers are the same
21 subject to further delineation, in terms of
22 responding to emergency events.

23 If a large customer had a desire and the
24 Company had a desire for them to be a demand
25 response resource to support the grid, then that's

1 something that we would work out on an
2 individual-bilateral basis.

3 Q Okay. Do you foresee an opportunity in the
4 future where potentially a large load would sign up
5 for service that could be curtailed?

6 A I do. That is one of the concepts that's
7 proposed by the Southwest Power Pool. That's been
8 explored and currently being explored.

9 That's the CHILL product, conditional high
10 impact large load. So -- and that -- from that
11 standpoint, those loads and concept would have
12 offered themselves up to be curtailed during certain
13 operating events on the system.

14 Q To your knowledge, was SPP also working on
15 demand response frameworks that require -- would
16 require you to curtail certain loads in the event
17 that SPP had a resource adequacy concern or they hit
18 conservative operations?

19 A Yes. Yeah, that's certainly the incidents that
20 I described with CHILL, conservative operations or
21 emergency energy alerts. Those would be the ones
22 that would be hit first.

23 Q Okay. Thank you.

24 REGULATORY LAW JUDGE WALKER: Any more
25 Commission questions? Okay, hearing none, we'll go

1 to recross the Commission questions. Ameren
2 Missouri?

3 MR. LOWERY: This is Jim Lowery. No
4 questions.

5 REGULATORY LAW JUDGE WALKER: Liberty?
6 Oh, they're not here. Google?

7 MR. SCHULTE: No questions. Thank you.

8 REGULATORY LAW JUDGE WALKER: The Data
9 Center Coalition?

10 MR. VIJAYKAR: No questions, Your Honor,
11 thank you.

12 REGULATORY LAW JUDGE WALKER: Velvet Tech
13 Services? Sierra Club?

14 MS. RUBENSTEIN: No questions. Thank you.

15 REGULATORY LAW JUDGE WALKER: Renew
16 Missouri? Staff of the Missouri Public Service
17 Commission?

18 MR. PRINGLE: No questions, Judge. Thank
19 you.

20 REGULATORY LAW JUDGE WALKER: Office of
21 the Public Counsel?

22 MR. CLIZER: No questions. Thank you.

23 REGULATORY LAW JUDGE WALKER: We'll move
24 to redirect.

25 MR. BAILEY: Yes, Your Honor, just a few.

1 REDIRECT EXAMINATION

2 BY MR. BAILEY:

3 Q Mr. Brown, has the -- you were talking about
4 the commercial pricing nodes with the Chair.

5 What is the latest on the commercial pricing
6 nodes and CHILLs? Is there a latest update?

7 A Yes. So the CHILLs product I mentioned -- just
8 background, the committee structure at the Southwest
9 Power Pool has a primary working group who has
10 charge over the product.

11 So the market working group considered the
12 CHILLs product last week for a vote. It did have a
13 aspect of separate pricing nodes for those CHILLs
14 customers.

15 At the meeting, that particular proposal for
16 CHILLs was rejected. So that's the bit of
17 information that I wanted to share there.

18 MR. BAILEY: And, Your Honor, I've got the
19 SPP vote minutes here -- well, not the minutes but
20 the vote that he's talking about on the revision
21 request for CHILLs. I'd like to offer it as Exhibit
22 107.

23 REGULATORY LAW JUDGE WALKER: Is this on
24 your exhibit list? Okay. I'm going to ask if
25 there's any objections to taking administrative

1 notice of the summary of motions and action items
2 for Southwest Power Pool.

3 MR. CLIZER: I'm sorry, are we taking
4 administrative notice or treating it as an exhibit?

5 REGULATORY LAW JUDGE WALKER: We're
6 marking it as an exhibit. And for the purposes of
7 taking administrative notice, do you have any
8 objection to it being admitted?

9 Hearing no objections, it will be marked
10 Exhibit 107 and admitted.

11 [Exhibit 107 admitted.]

12 BY MR. BAILEY:

13 Q Mr. Brown, can you explain what RR 720 is, the
14 CHILLs vote?

15 A Yes. So SPP Revision Request 720, that's what
16 Gen Item 7 refers to. That is the packet of a
17 revision request to add the CHILLs product to the
18 SPP tariff and operating protocols.

19 So this agenda item was what was on the market
20 working group agenda for potential approval and what
21 they ultimately took action on and rejected.

22 Q Thank you. No further questions.

23 REGULATORY LAW JUDGE WALKER: Are there
24 any objections to this witness being finally
25 excused? Hearing none, Mr. Brown, you're excused.

1 THE WITNESS: Thank you, Your Honor.

2 REGULATORY LAW JUDGE WALKER: The next
3 witness I have is Bradley D. Lutz.

4 MADAM COURT REPORTER: Your Honor, do you
5 mind if I take a five-minute break? This is the
6 court reporter.

7 REGULATORY LAW JUDGE WALKER: We'll go
8 ahead and take a 10 minute break.

9 MADAM COURT REPORTER: Okay. I appreciate
10 that.

11 [Break at 1:57 p.m. until 2:11 p.m.]

12 REGULATORY LAW JUDGE WALKER: Do you swear
13 to tell the truth, the whole truth and nothing but
14 the truth so help you God?

15 THE WITNESS: I do.

16 REGULATORY LAW JUDGE WALKER: Okay. You
17 may begin.

18 MR. FISCHER: Thank you, Judge.

19 BRADLEY D. LUTZ,

20 THE WITNESS HEREINBEFORE NAMED, having
21 been first duly cautioned and sworn to tell the
22 truth testified as follows, to-wit:

23 DIRECT EXAMINATION

24 BY MR. FISCHER:

25 Q Please, state your name for the record.

1 A My name is Brad Lutz, B-R-A-D, L-U-T-Z.

2 Q Are you the same Brad Lutz that caused to be
3 filed in this case two pieces of testimony in
4 direct, which I've marked -- has been marked as
5 Exhibit 101 and surrebuttal, which has been marked
6 as 105?

7 A Yes, I did.

8 Q Do you have any changes or corrections that
9 need to be made to either of those pieces of
10 testimony?

11 A I do not.

12 Q Mr. Lutz, if I ask you the questions that are
13 contained in those written testimonies, would your
14 answers be the same and are they true and accurate
15 to the best of your knowledge and belief?

16 A They would, yes.

17 MR. FISCHER: Judge, at this time, I would
18 move for the admission of Exhibit 101 and 105 and
19 tender the witness for cross.

20 REGULATORY LAW JUDGE WALKER: Let's take
21 the exhibits one at a time. Can you identify them?

22 MR. FISCHER: Yes. Direct is 101. That's
23 direct testimony of Bradley D. Lutz.

24 REGULATORY LAW JUDGE WALKER: Are there
25 any objections to the admission of the testimony of

1 Mr. Lutz? Hearing none, it will be admitted.

2 [Exhibit 101 admitted.]

3 MR. FISCHER: And then does that cover the
4 surrebuttal, too? That's 105. It's the --
5 identified as the surrebuttal testimony of Bradley
6 D. Lutz.

7 REGULATORY LAW JUDGE WALKER: Are there
8 any objections to the admission of Exhibit 105, the
9 surrebuttal testimony of Bradley Lutz? Hearing
10 none, it will be admitted.

11 [Exhibit 105 admitted.]

12 MR. FISCHER: I tender the witness for
13 cross.

14 MADAM COURT REPORTER: This is the court
15 reporter. Can I get a reminder of who --

16 MR. FISCHER: I'm James Fischer. I'm
17 sorry. F-I-S-C-H-E-R.

18 MADAM COURT REPORTER: Thank you so much,
19 Mr. Fischer.

20 MR. FISCHER: I apologize.

21 REGULATORY LAW JUDGE WALKER: Cross-examin
22 ation? Staff, do you have any questions?

23 MS. KLAUS: Alexandra Klaus on behalf of
24 Staff. No questions. Thank you, Judge.

25 REGULATORY LAW JUDGE WALKER: The Office

1 of Public Counsel?

2 MR. CLIZER: No questions, thank you.

3 REGULATORY LAW JUDGE WALKER: Are there
4 questions by the Commissioners?

5 CHAIR HAHN: Yes.

6 REGULATORY LAW JUDGE WALKER: Chair Hahn?

7 COMMISSIONER EXAMINATION

8 BY CHAIR HAHN:

9 Q Mr. Lutz, earlier I had asked Mr. Gunn about
10 the Green Solution Connections Program or generally
11 about the writers in the proposed stipulation.

12 Through that program or that writer, would any
13 new additional generation be completely paid for by
14 the subscribers of that program?

15 A No. All of the renewable programs that we
16 offer, the Renew, the alternate energy credit and
17 the Green Solutions are rec programs. So they're
18 only dealing with the attributes, the green
19 attributes, of those programs, not the resources
20 themselves.

21 So to differentiate the Green Solutions from
22 Renew, for example, Renew uses historical and maybe
23 even market-based recs to fulfill those
24 subscriptions.

25 Under Green Solutions, those are associated

1 with a specific resource that the Company is
2 building. Some customers are very particular about
3 location and issues called additionality to know
4 that those are new -- new recs being built as
5 opposed to legacy historic recs.

6 So the Green Solution program offers a
7 different category of renewable attributes than the
8 others.

9 Q Okay. And as far as -- are there any
10 differences between these program offerings and
11 those offered in the Kansas stipulation and
12 agreement?

13 A For the renewable programs, no. Yes, they are
14 the same.

15 Q Okay. So they would be the same across the
16 footprint?

17 A Yes. Yes, they would be. Yes.

18 Q Okay. In the settlement negotiations and
19 getting to -- was Evergy able to understand Staff's
20 position or modification of any of these programs to
21 meet Staff's requirements or --

22 When I read through Staff's recommendations for
23 these programs, they didn't recommend any of them,
24 some of them with modification.

25 I understand now that if they were modified,

1 they would be different than what was offered in
2 Kansas.

3 But in trying to meet Staff's request, were
4 they able -- were you able to find any middle ground
5 on any of these programs?

6 A I believe that my formal testimony is no. And
7 I think that that's -- I hesitate because I hate to
8 close the door entirely on those particular
9 programs, given that they are largely extensions of
10 the large load power service plan.

11 There are things that the customers spoke
12 strongly about wanting to be part of our designs.
13 So we feel that they're critical, but I would also
14 have to believe there could be some room for some
15 accommodation.

16 But for the points that were highlighted in
17 Staff's testimony, we felt that our position was the
18 correct way to go.

19 Q Okay, thank you.

20 CHAIR HAHN: I don't have any questions.

21 REGULATORY LAW JUDGE WALKER: Are there
22 any more questions? Okay, hearing none, we'll go to
23 recross after Commission questions. Ameren
24 Missouri?

25 MR. LOWERY: Jim Lowery. No questions,

1 Judge. Thank you.

2 REGULATORY LAW JUDGE WALKER: Google?

3 MR. SCHULTE: No questions. Thank you.

4 REGULATORY LAW JUDGE WALKER: Data Center
5 Coalition?

6 MR. VIJAYKAR: No questions. Thank you,
7 Your Honor.

8 REGULATORY LAW JUDGE WALKER: Nucor Steel?
9 Velvet Tech Services? Sierra Club?

10 MS. RUBENSTEIN: No questions. Thank you.

11 REGULATORY LAW JUDGE WALKER: Renew
12 Missouri?

13 MS. MERS: (Inaudible.) Thank you.

14 REGULATORY LAW JUDGE WALKER: Staff of the
15 Missouri Public Service Commission?

16 MS. KLAUS: Briefly. Thank you, Judge.

17 CROSS-EXAMINATION

18 BY MS. KLAUS:

19 Q Good afternoon.

20 A Good afternoon.

21 Q The Chair had asked you about certain Green
22 Solution Connection Program writers proposed in the
23 stipulation. Do you recall that?

24 A I do.

25 Q Can you tell me, is Evergy actively building a

1 resource for use in the Green Solution Connection
2 Program for EMM?

3 A I do not believe that those are on the chart
4 yet. I think everything's been for Missouri West
5 through the CCN process.

6 Q So is that saying that any resource that is
7 being built for the Green Solution Connection
8 Program wouldn't show in capacity filed in this
9 case?

10 A Clarify --

11 Q You were trying to tell me that something
12 wasn't being shown in this case having to do with
13 the resource being built with the Green Solution for
14 EMM?

15 A No. I'm just saying that our integrated
16 resource planning had not identified resources to be
17 built for Missouri Metro. So those aren't yet
18 available to be available in the Green Solutions
19 Program. There has to be a resource first in order
20 for the attributes to be available.

21 Q I think I got now. Thanks for hanging with me
22 there.

23 And one more quick one, there was a stipulation
24 and agreement for E and W, with respect to the Green
25 Solution Connection writer or program in that case?

1 A Correct. And this would be a mirror image of
2 that.

3 Q No further questions. Thank you.

4 A You bet.

5 Q Thank you for your time today.

6 REGULATORY LAW JUDGE WALKER: Recross the
7 Office of Public Counsel?

8 MR. CLIZER: No questions. Thank you.

9 REGULATORY LAW JUDGE WALKER: Redirect,
10 Evergy?

11 MR. FISCHER: Thank you, Judge.

12 REDIRECT EXAMINATION

13 BY MR. FISCHER:

14 Q In your conversations with the Chair, I think
15 you said that the customers spoke strongly about the
16 writers.

17 Do you recall that exchange?

18 A I do.

19 Q Well, what did you mean by that?

20 A Yes, going back to the beginning when large
21 load was first considered, we were, at the time, had
22 been working with both Velvet and Google coming out
23 of the MKT filings that we did I think around 2019.

24 And as we built on those relationships, that's
25 when they brought forward many of these thoughts or

1 concerns around best features of programs and having
2 some kind of renewable option was part and parcel to
3 what they thought was a good portfolio of solutions
4 that we might consider.

5 Q Did you have similar discussions about all of
6 the writers with your large customer group?

7 A Yes. The interactions with the large customers
8 that we currently interact with were instrumental in
9 shaping our large load rate plan.

10 Q And did you come away with an opinion about
11 whether those are important or not to customers?

12 A Yes. And that's why we brought them forward
13 believing them to be important to those customers.

14 Q In your discussions with Staff counsel, you
15 said something was just a mirror image.

16 A Yes.

17 Q Would you explain which company has the
18 approval and which one you're asking for approval
19 for in this case?

20 A Yeah, correct. The Green Solutions Program,
21 itself, was brought forward, initially, under CCN
22 filing in the Missouri West cases and was part of a
23 stipulated settlement there.

24 So this program that we brought forward here is
25 just identical to the one that was already in the

1 Missouri West filing.

2 Q And it was approved by the Commission, is that
3 correct?

4 A I believe so, yes.

5 Q Okay.

6 MR. FISCHER: That's all I have, Judge.
7 Thank you.

8 REGULATORY LAW JUDGE WALKER: Does anyone
9 have an objection to this witness being excused?
10 Thank you, Mr. Lutz.

11 THE WITNESS: You're welcome.

12 REGULATORY LAW JUDGE WALKER: All right, I
13 have next Staff, Jim Busch.

14 MR. PRINGLE: Yes, Judge. And this is
15 Travis Pringle speaking. We might do a little
16 musical chair for attorneys right now, but we'll be
17 getting ready in a minute.

18 REGULATORY LAW JUDGE WALKER: Mr. Busch,
19 can you raise your right hand? Do you swear to tell
20 the truth, the whole truth and nothing but the truth
21 so help you God?

22 THE WITNESS: I do.

23 REGULATORY LAW JUDGE WALKER: You may be
24 seated. Mr. Pringle, Ms. Hansen, you may begin when
25 you're ready.

1 MS. HANSEN: All right. This is Andrea
2 Hansen for Commission Staff.

3 JAMES BUSCH,

4 THE WITNESS HEREINBEFORE NAMED, having
5 been first duly cautioned and sworn to tell the
6 truth testified as follows, to-wit:

7 DIRECT EXAMINATION

8 BY MS. HANSEN:

9 Q Mr. Busch, please, state and spell your name
10 for the record.

11 A My name is James Busch. Busch is spelled
12 B-U-S-C-H.

13 Q By whom are you employed and in what capacity?

14 A I'm employed by the Missouri Public Service
15 Commission, and I am currently the director of the
16 industry analysis division.

17 Q Did you prepare rebuttal testimony in this
18 case, which has been previously marked as
19 Exhibit 200?

20 A Yes.

21 Q At this time, do you have any corrections to
22 make to Exhibit 200?

23 A Yes. I have one typo that was on page 8, line
24 6, and a quote from Mr. Gunn's testimony at the very
25 end of line 6, it says, "Utilities across the

1 county." I believe it was utilities across the
2 country.

3 Q Thank you very much. If I asked you the same
4 questions today within Exhibit 200, would your
5 answers be the same or substantially similar?

6 A They would.

7 Q Are those answers true and correct to the best
8 of your knowledge and belief?

9 A They are.

10 Q All right. Thank you.

11 MS. HANSEN: At this time, I offer
12 Exhibit 200, the public version, into the record.
13 It is the rebuttal testimony of Mr. James Busch.

14 REGULATORY LAW JUDGE WALKER: Thank you.
15 Are there any objections to the admission of the
16 rebuttal testimony of James Busch? Hearing none, it
17 will be admitted.

18 [Exhibit 200 admitted.]

19 BY MS. HANSEN:

20 Q All right, Mr. Busch. And before I turn you
21 over to -- for cross-examination, I do have two
22 questions for you. And this is from Mr. Gunn's
23 testimony in support of the stipulation agreement.

24 All right, so first question for you, on page 2
25 lines 10 through 13, Mr. Gunn states (as read,)

1 Notably, the stipulation and agreement is supported
2 by a diverse range of stakeholders who collectively
3 bring forward multiple viewpoints and perspectives,
4 all of which are reflected in the negotiated
5 stipulation and agreement.

6 Do you agree with that statement?

7 MR. FISCHER: Judge, I think I should
8 interpose an objection. I may have misunderstood
9 the Court's -- the Judge -- the Commission's ruling
10 earlier, but I understood Staff has filed written
11 testimony in support of the -- or in opposition to
12 the testimony that we filed in support of the
13 stipulation and agreement. And I believe it's
14 inappropriate to have live, additional support of
15 that at this time. And that seems to be where this
16 question is going.

17 REGULATORY LAW JUDGE WALKER: Overruled.

18 A No, I do not quite agree with that statement.

19 BY MS. HANSEN:

20 Q Thank you very much. All right, I'm going to
21 refer you to page 6, lines 4 through 8 of that same
22 testimony.

23 It states (as read,) We initiated settlement
24 discussions in earnest after rebuttal testimony was
25 filed and engaged through the course of multiple

1 settlement discussions. All parties had an
2 opportunity to participate in settlement
3 discussions, either directly with the Company or
4 with the broad group of interveners at various
5 points.

6 Was Staff invited to these settlement
7 discussions?

8 A As Mr. Gunn pointed out earlier this afternoon,
9 he had reached out -- he reached out to me on
10 September 19th about potential -- the settlement
11 that was going to potentially occur on the 23rd on
12 Tuesday.

13 But it was my understanding that there were
14 previous settlement negotiations with all the other
15 parties, excluding Staff, that we were not invited
16 to that I found out from another party.

17 So I take a little umbrage with that statement
18 because I don't believe that Staff was invited to
19 all of the settlement negotiations, and I think
20 that's where the basic framework for the
21 stipulation, based upon the Kansas stipulation, was
22 discussed in those conversations that Staff was not
23 invited for to my recollection.

24 Q Thank you very much, Mr. Busch.

25 MS. HANSEN: I now turn over Mr. Busch for

1 cross-examination.

2 REGULATORY LAW JUDGE WALKER: The Office
3 of Public Counsel?

4 MR. CLIZER: No questions. Thank you,
5 Your Honor.

6 REGULATORY LAW JUDGE WALKER: Commission
7 questions? Chair Hahn?

8 COMMISSION EXAMINATION

9 BY CHAIR HAHN:

10 Q Good afternoon.

11 MR. FISCHER: Judge, shouldn't there be
12 cross-examination from the parties first?

13 REGULATORY LAW JUDGE WALKER: I don't
14 know. What do you guys think?

15 THE WITNESS: Do I get a vote?

16 REGULATORY LAW JUDGE WALKER: You're the
17 only guy without a vote. Nucor Steel? It is on.
18 Velvet Tech Services? Data Center Coalition?

19 MR. VIJAYKAR: No questions, Your Honor.

20 THE REGULATORY LAW JUDGE WALKER: Google?

21 MR. SCHULTE: No questions.

22 THE REGULATORY LAW JUDGE WALKER: Sierra
23 Club?

24 MS. RUBENSTEIN: No questions. Thank you.

25 REGULATORY LAW JUDGE WALKER: Renew

1 Missouri? Ameren Missouri?

2 MR. LOWERY: Yes, Your Honor. This is Jim
3 Lowery, by the way.

4 CROSS-EXAMINATION

5 BY MR. LOWERY:

6 Q Good afternoon, Mr. Busch, how are you?

7 A I'm doing well, sir. How are you doing?

8 Q I'm doing fine. Focusing on Staff's -- let me
9 just get some definitional things out of the way.

10 When I say Staff's proposed tariff or Staff's
11 proposal, I'm going to be referring to, essentially,
12 the tariff structure, and there's actually an entire
13 tariff filed, with Staff's rebuttal report back in
14 late July. You know what I'm talking about there,
15 right?

16 A Yes.

17 Q And I guess that proposal has been somewhat
18 modified by Ms. Lange's surrebuttal testimony. So
19 if I refer to Staff's proposal, I guess you can
20 assume, unless I specify, that I'm talking about it
21 as -- as it's been modified by Ms. Lange's
22 surrebuttal testimony, is that fair?

23 A I understand. I also understand that my -- I
24 was at the 30,000-foot view. So if you're getting
25 into the weeds and the details, I will have to defer

1 to my other Staff expert.

2 Q Well, we'll see what you know or what you don't
3 know. How about that?

4 A Sounds good.

5 Q Did Staff seek input on its proposed -- on
6 Staff's proposal -- on Staff's proposed tariff, did
7 staff seek input on that proposal with perspective
8 large load customers, like Meta or Google who are
9 already building data centers in the KC area, before
10 it was proposed in Evergy's case in July?

11 A I am not aware that Staff made any contacts
12 with any large data center customer.

13 Q So the answer to my question is no?

14 A I believe it's no, to my knowledge.

15 Q And it, obviously, didn't seek -- and based on
16 that answer, didn't seek any input from the Data
17 Center Coalition, Amazon, any other large load
18 customer to your knowledge, right?

19 A To my knowledge, no.

20 Q Did Staff seek input on the basic Staff large
21 load customer proposal that's reflected in this case
22 and Ameren Missouri's case in that it attempted to
23 inject into Liberty's pending rate case with any of
24 those three utilities before it proposed in the
25 Evergy's case?

1 A I believe that Evergy, as was noted earlier
2 today, provided an outline for what their proposal's
3 going to be.

4 I know that Staff provided redline versions and
5 comments back to that, as was discussed earlier
6 today. So I think that there was some discussion
7 with, you know, Evergy at some point.

8 But I think that would probably be the limit of
9 those discussions.

10 Q Well, just to clarify, Staff may have provided
11 some comments on Evergy's proposal that Evergy
12 vetted with Staff somewhat, I don't know to what
13 extent, before Evergy filed it's case.

14 But Staff didn't come to Evergy and say here's
15 a proposed tariff. Can you give me your input on
16 it, did it?

17 A I don't believe it did.

18 Q So Staff's proposal was not informed by input
19 from any perspective large load customers nor was it
20 informed by input from any Missouri electric
21 utilities, isn't that fair?

22 A Well, I think that Staff's proposal was
23 informed by the years of experience that Staff
24 experts have had with utilities working with other
25 large customers, like the MKT, the SIL tariff.

1 So it's not like we did this in a vacuum.
2 Staff has experts who have years of experience in
3 developing tariffs and working through tariffs, and
4 I think those were instrumental in the development
5 of the tariff that you see before the Commission
6 today.

7 Q That's all well and good, but can you answer my
8 question? Staff's proposed tariff filed in the
9 Eversource case in late July, those terms and
10 conditions, that structure, those rates was not
11 informed by any actual input from any large load
12 customer?

13 You didn't go to the customers and say, here's
14 what we're going to propose or we're thinking about
15 it. Would you give me some input?

16 And you didn't go to the utilities and say,
17 here's what we're thinking about proposing. Can you
18 give me some inputs?

19 That didn't happen, did it?

20 A Other than the back and forth with Eversource
21 earlier, I would -- I think that's a fair
22 assessment.

23 Q Other than among the Staff itself, from whom,
24 if anyone, did Staff receive input on the basic
25 structure of the Staff tariff proposal before Staff

1 proposed it?

2 A You might want to also talk with Ms. Lange, she
3 was instrumental in developing that tariff, if she
4 had any other contacts. I did not.

5 Q You are not aware of any, though, are you?

6 A I'm not aware of any.

7 Q Did you have any conversations with Ms. Lange
8 that suggested that should happen?

9 A Quite honestly, Ms. Lange took the ball and ran
10 with this. So she -- she -- if she had those
11 conversations, I would have welcomed them. I did
12 not direct her one way or the other.

13 Q I mean, you're her supervisor, correct?

14 A I'm her supervisor.

15 Q You agree that Staff's basic tariff proposal
16 and structure is very similar for all three Missouri
17 utilities, do you not?

18 A I do because I think it's fair to have the
19 rules in place that are similar for all the
20 utilities so that it doesn't appear that one portion
21 of the state is being given undue preference than
22 another part of the state.

23 Q The answer to my question was, yes, though,
24 correct?

25 A The answer was yes.

1 Q Did Staff model it's tariff after other adopted
2 or proposed large load customer tariffs in other
3 states that have been proposed or adopted for
4 utilities in, say, the last two years?

5 A I do not know.

6 Q You didn't discuss that among your staff?

7 A I don't remember having discussions like that
8 with my staff.

9 Q You don't think that's an important
10 consideration at all?

11 A I did not say that.

12 MR. PRINGLE: Objection to relevance.

13 MADAM COURT REPORTER: Who made the
14 objection?

15 MR. PRINGLE: That was Travis Pringle on
16 behalf of Staff.

17 MR. LOWERY: Well, I think, Judge, that as
18 I indicated in my opening statement, these loads
19 bring a number of benefits including economic
20 developments to the state. And we would -- we would
21 also suggest bring other benefits to the electric
22 system.

23 And if the tariffs aren't competitive with
24 other states and don't even consider what happened
25 in other states, that seems to be a relevant

1 consideration to what the tariff design should be.

2 REGULATORY LAW JUDGE WALKER: I'm going to
3 overrule the objection and allow him to answer the
4 question.

5 BY MR. LOWERY:

6 Q Do you remember the question, Mr. Busch?

7 A I do not.

8 Q Did Staff model its tariff after other adopted
9 or proposed large load tariffs in other states that
10 have been proposed or adopted for other utilities in
11 the last two years?

12 A I cannot speak to every other tariff that is
13 out in the United States, and I would defer that to
14 Ms. Lange.

15 Q Well, I'm asking you. Do you know whether
16 Staff did that?

17 A I do not know.

18 Q And I think another question I asked was, might
19 that be an important consideration, to understand
20 how Staff's tariff proposal lines up with tariff
21 proposals in other states and adopted tariffs in
22 other states if one of the goals of the tariff is to
23 actually be able to compete for these loads?

24 A Not necessarily. I mean, there could be
25 factors that are involved that we've developed or

1 concerns that we've that are necessary that other
2 jurisdictions have not put in place.

3 So I don't know that it's necessary to be in
4 lock step with all the other states.

5 Q Well, let me ask it this way, if Staff has come
6 up with the considerations or ideas or terms and
7 conditions that from the perspective of large load
8 customers who have choices as to where they locate
9 are unacceptable or problematic, then isn't it fair
10 to say that Staff's proposal under those
11 circumstances is not going to be very conducive to
12 actually attracting those large load investments to
13 Missouri?

14 MR. PRINGLE: Objection, calls for
15 speculation.

16 REGULATORY LAW JUDGE WALKER: Sustained.
17 BY MR. LOWERY:

18 Q I'm going to ask you if you remember something
19 Mr. Wills said, and if you don't, I can give you a
20 copy of his testimony.

21 But you remember that Mr. Wills indicated in
22 his testimony that he and his Ameren colleagues have
23 spent a considerable amount of time interacting with
24 potential customers, learning what's important to
25 them and choosing a jurisdiction where they might

1 seek to establish service and making investments.

2 Do you remember him saying that?

3 A I don't. Do you have a copy of that?

4 Q Well, I'll tell you what, it's going to be in
5 the record. So just assume that he did say that,
6 okay?

7 A Could you repeat that again, please?

8 Q Assume that Mr. Wills' surrebuttal testimony
9 says, and I'm paraphrasing, but the message is that
10 he and his colleagues have spent considerable time
11 interacting with customers, learning what was
12 important to them in choosing a jurisdiction in
13 which they would seek to establish service and
14 making investments in that jurisdiction. Assume he
15 said that in his surrebuttal testimony.

16 A Okay.

17 Q And you don't have any reason to doubt if he
18 did say it, that that's the truth, do you?

19 A If it's in his testimony, it's in his
20 testimony.

21 Q Did Staff spend considerable time doing the
22 same thing as it developed and proposed its large
23 load customer tariff proposal?

24 A I do not believe that Staff has the time or the
25 staff to be able to negotiate and work with all of

1 those other entities.

2 Q So Staff didn't spend any time on such an
3 effort because it didn't have the times, is that
4 right?

5 A Like I said, Ms. Lange, I'd defer to her, but
6 from my perspective, I'm not aware.

7 Q Well, as the head of the division that
8 developed the tariff proposal, you don't think that
9 Staff had the time or wherewithal to do such a
10 thing, right?

11 A I think that it was -- I'd be shocked to find
12 out if they were able to.

13 Q You have a copy of your testimony, I assume,
14 with you, Mr. Busch?

15 A I do.

16 Q Can you turn to page 6?

17 A Okay.

18 Q Let me get a copy of it as well. I'm going to
19 direct your attention to line 19 and then carrying
20 over to page 7, line 1.

21 A Okay.

22 Q Could you just read that to yourself, just to
23 refresh your recollection as to what you said.

24 A Okay.

25 Q And do you agree that if utilities did not have

1 an incentive to invest in their systems generally
2 and in generation specifically that the odds are
3 increased that the utility system will be less
4 robust, reliable and resilient than it should be?

5 A I believe that utilities need to invest in
6 their systems to ensure that they are able to
7 provide safe and adequate service to their
8 consumers.

9 Q But that wasn't my question. Do you believe if
10 they didn't have an incentive -- if the regulatory
11 construct didn't give utilities an incentive to
12 invest in infrastructure, generally in generation
13 specifically, so that incentive didn't exist, don't
14 you think that the odds would be increased that the
15 system would be less robust, reliable and resilient
16 than it should be?

17 A I guess I'm trying to understand what you mean
18 by the incentive because all businesses are -- they
19 are able to earn a return on their investment. So I
20 think that's inherent in any business, in any
21 industry.

22 Q Well, Mr. Busch, you said in your testimony
23 that utilities have an incentive to overstate the
24 needs in their system, and, basically, you went on
25 to say, look, the way they make money is they invest

1 in infrastructure, they increase their rate base,
2 and that's how they make money. So that's the
3 incentive they have, right?

4 A Well, that is -- the incentive is that the
5 more -- the more that they build, the higher the
6 rate of return there that would be, yes.

7 Q And if they didn't -- if they didn't get a rate
8 of return, they didn't have that incentive, if they
9 built --

10 So if they built but they don't have -- they
11 don't get a return, they don't gain anything from
12 building, right, you follow my hypothetical?

13 A Yeah.

14 Q Let's imagine that incentive does not exist.
15 And so they can spend \$500 million, but they don't
16 get any return --

17 A Yeah.

18 Q -- do you think they're going to be as likely
19 to build generation that might otherwise be needed?

20 A I -- yeah. I mean, they're going to -- they're
21 going to invest in their systems in order to earn a
22 return on that investment. So that's -- yes, I
23 agree with that.

24 Q Yeah, you agree if they don't have the
25 incentive, they may not invest in their system as

1 much, right?

2 MR. PRINGLE: Objection, asked and
3 answered at this point, Judge.

4 MR. LOWERY: I don't think it was.

5 REGULATORY LAW JUDGE WALKER: Sustained.

6 BY MR. LOWERY:

7 Q Isn't it true that neither Evergy nor Ameren
8 can build new generation that they would need to
9 meet their load if new large load customers do come
10 onto the system unless the Commission gives them a
11 CCN saying, yes, you can build that generation?

12 A It's my understanding that they would need a
13 CCN. Any investment utility in Missouri would need
14 a CCN from the Commission in order to build.

15 Q So they can't just decide to overbuild their
16 system on their own. They've got to come to the
17 Commission and convince the Commission that the
18 generation should be built, isn't that right?

19 A That is correct. But the utility -- if -- has
20 the ability and maybe the incentive to explain to
21 the Commission that we have all of these gigawatts
22 that are coming on to our system that may or may not
23 actually come to fruition, as was discussed today.

24 So they can tell the Commission, and if we
25 don't have the abilities to fully get into what is

1 actually, potentially going to actually be here, the
2 utilities do have an incentive to let the Commission
3 know that we have a lot of customers that are coming
4 on, and we need to build.

5 And those customers that might be coming on may
6 not exist. So the utility, then, would be able to
7 extract all of those costs from the existing rate
8 payers.

9 Q Well, I suppose Staff's going to tell the
10 Commission that in the CCN case, right?

11 A Staff has the ability to get the information to
12 make that argument, and we certainly will try. But,
13 you know, I watched my staff work through a lot of
14 CCN cases lately, and it's -- you know, there's a
15 lot of information that was provided and a lot of
16 information that I think that Staff still requires
17 that is difficult to obtain.

18 And in fact, we talked about Senate Bill 4.
19 We're going to have -- we're going to have an all
20 new system in place in the next few years that's
21 going to impact how CCNs are going to be decided in
22 this state.

23 Q Because the General Assembly decided the rules
24 should be changed, right? That's not your decision,
25 is it? That was the General Assembly's decision?

1 A General Assembly, yes.

2 Q Do you have a copy of the Staff rebuttal
3 report?

4 A I do not.

5 MR. LOWERY: May I approach, Your Honor?

6 REGULATORY LAW JUDGE WALKER: Yes, you
7 may.

8 A Thank you.

9 BY MR. LOWERY:

10 Q Would you, please, confirm that that appears to
11 be a copy of the Staff rebuttal report?

12 A It does.

13 Q Turn to page 8, if you would.

14 A Eight?

15 Q Yes.

16 A I'm there.

17 Q Would you agree that Staff raises the issue of
18 inducing demand-side management savings on the one
19 hand and adding generation on the other hand and
20 suggests, because it's in the contradictory policy
21 section, suggests that that's a contradictory
22 policy?

23 A I completely lost what you're asking.

24 Q Okay, fair enough. Let me slow down a little
25 bit.

1 A Thank you.

2 Q Let you -- point you to the exact area. See
3 lines 5 to 11 --

4 A Yes.

5 Q -- on page 8? And if you turn back on page 7,
6 you see the section that that text on lines 5 to 11
7 on page 8 is in a section Staff titles
8 "Contradictory Policy"?

9 A That is correct.

10 Q And what Staff says is, they said (as read,)
11 Furthermore, since 2015, EMW has collected more than
12 232 million, and EMM has collected more than
13 235 million, and I'm going to skip a few words, you
14 know, through the DSM, through demand-side
15 management, right?

16 A That's what it says.

17 Q And goes on to talk about that the DSM is
18 premised on the concept of avoiding capacity costs.

19 And then the last sentence in that passage,
20 look for lines 9 to 11 says (as read,) Now, Evergy
21 is actively seeking large load customers that will
22 require massive amounts of new generation
23 facilities, which will be recovered through the
24 rights of all captive rate payers effectively
25 erasing the proposed benefit of avoiding generation

1 facility costs. Do you see that?

2 A I do.

3 Q And the point that Staff is making, and I'm not
4 saying that I agree with it, but the point Staff's
5 making or you can confirm it's the point that Staff
6 is making, is on the one hand Evergy has spent money
7 to induce people, induce customers to use less load
8 and would need less generation.

9 On the other hand, if you bring these large
10 load customers on your growing load and maybe
11 inducing the need for more generation.

12 And Staff contends that's contradictory, right?

13 A I mean, as you notice, Mr. Lubert, he was a
14 Staff sponsor of this, so I would request that you
15 ask him that question. But that's what it appears
16 that we're saying.

17 Q Well, you sponsored the overall Staff report.
18 In fact, that's the purpose of your testimony, is it
19 not?

20 A Yes.

21 Q You read this report. I assume -- you can tell
22 me if I'm wrong. I assume you read this entire
23 report before it was filed, did you not?

24 A I read this entire report before it was filed,
25 that is correct.

1 Q And if you disagreed with something in this
2 report, it wouldn't have been filed that way, would
3 it?

4 A That is correct. And that why I said I agreed
5 with it, but I asked you to -- Mr. Lubert can go
6 into more detail on that.

7 Q Well, you either know or you not -- you don't.
8 I think you just said you did. The point Staff's
9 making is that those two things are in contradiction
10 of each other, right?

11 A Yes.

12 MS. HANSEN: Objection, asked and
13 answered.

14 REGULATORY LAW JUDGE WALKER: Sustained.
15 BY MR. LOWERY:

16 Q So let's talk about adding capacity while
17 reducing load at the same time. And I'm going to
18 use an example, hypothetical, and ask you some
19 questions about it.

20 Assume my wife and I own a 2,500 square foot
21 all electric house, and we want to add a 750
22 square-foot family room.

23 Would you agree that if that's all we do, we
24 don't touch any of the other systems in the house
25 other than to extend the electricity, plumbing, HVAC

1 to that addition, would you agree that our heating
2 and cooling bills are likely to go up because now we
3 need to heat and cool 3,250 square feet and not
4 2,500 square feet?

5 A In your hypothetical, you're simply adding on a
6 750 square-foot room to your existing home. I
7 would -- I think that would make sense, that your
8 electric costs would go up.

9 Q Okay, let's add some more assumed facts.
10 Assume that we recognize that reality that our
11 utility bills are going to go up when we add this
12 750 square feet.

13 So we decide to replace our HVAC unit at the
14 same time, and we decided to replace it with units
15 that are expected to require 50 percent less
16 electricity to heat and cool --

17 MS. HANSEN: Objection, relevance?

18 MR. LOWERY: Judge, I -- may I respond,
19 Judge?

20 MADAM COURT REPORTER: May I ask who's
21 making these objections.

22 MS. HANSEN: Andrea Hansen with Commission
23 Staff.

24 MADAM COURT REPORTER: Okay. I just can't
25 see. Sorry.

1 REGULATORY LAW JUDGE WALKER: Overruled.

2 BY MR. LOWERY:

3 Q So let's add some more assumed facts. We
4 realize when we add this 750 square feet that our
5 bills are going to go up.

6 So we say, you know, maybe in the long run what
7 we ought to do is replace our HVAC unit with a much
8 more efficient one. We'll spend some money to do
9 that and those new units we're going to replace it
10 with are expected to require 50 percent less
11 electricity, heat and cool that new -- what is now a
12 3,250 square-foot house. Are you with me?

13 A I think so.

14 Q Would you agree that although the house is
15 about 30 percent bigger, we're going to consume less
16 electricity with the new HVAC system to heat and
17 cool it than we would have had we left the old
18 system?

19 A Based upon the assumption that you've given me,
20 I don't know.

21 Q Well, if it's going to cost 50 percent less and
22 I increase the size of the house by 30 percent,
23 doesn't it have to be the case?

24 A Depends on what you put in that room. There
25 could be -- you could put a massive theater system

1 that would require a lot more electricity than what
2 was in your previous house. So there are a lot of
3 other assumptions that I think we'd have to make.

4 Q Well, let's assume that, in fact, the new units
5 will allow us to save money as compared to what it
6 would have cost had we not replaced the system,
7 okay?

8 A Okay.

9 Q So what happened here is we added capacity, we
10 added square footage to our house. It can hold more
11 people and more belongings than it could before.
12 And at the same time, we spent money to reduce
13 energy consumption from our HVAC system, right?

14 A You might have reduced it from the existing,
15 yes.

16 Q And us doing those two things at the same time
17 are not in contradiction to each other, are they?

18 A I don't know if it's -- I don't know that
19 that's what we said in our report, but I don't know
20 that it's necessary contradictory.

21 I don't know, there's a lot -- like I said,
22 there's a lot of things that could be put in that
23 room that could cause your overall electric usage to
24 go up.

25 Q Well, my hypothetical indicated that that isn't

1 going to happen. That, in fact, my electricity use
2 is going to be 50 percent less.

3 So in that case, I spent money to replace the
4 HVAC unit. So I spent money to reduce my
5 consumption, but I also spent money at the same time
6 to make my house bigger, right?

7 And those two things were not contradictory of
8 each other, were they?

9 A I guess I can agree that in that hypothetical
10 they're not contradictory.

11 Q So let's talk about this at a utility system
12 level. Isn't it true that a utility can spend money
13 that will cause some customers to use energy more
14 efficiently, like my wife and I did in the
15 hypothetical on the new HVAC system?

16 And the utility can also add generation needed
17 to serve its load with additional load coming from
18 large load customers and incur costs to expand that
19 capacity, and that there's nothing inherently
20 contradictory about doing both at the same time?

21 A Well, on a systemwide basis, I think that, you
22 know, through the DSIM, that was monies that were
23 spent by every single rate payer that had already
24 been spent to help lower those -- the energy usage.

25 So that's, you know, I think \$200 million that

1 have already been spent by the consumers, whether or
2 not they wanted to participate or not.

3 And now you see billions upon billions of
4 dollars being spent more. So I do see that that's a
5 slightly difference than you as a homeowner making a
6 decision for yourself and your family than captive
7 rate payers who don't necessarily have that choice
8 that you have as an individual homeowner.

9 Q Can you turn to page 36 of the Staff rebuttal
10 report?

11 A Thirty-six?

12 Q Yes, please. Take a look at lines 5 to 6. You
13 see where the sentence starts, "Data center loads?"

14 A You've got to give me a second.

15 Q It says (as read,) Data center loads can be
16 quite whether sensitive in climate such as Missouri,
17 and that cooling can be a major end use due to the
18 waste it produces by computing equipment. Do you
19 see that?

20 A Yes, I see that.

21 Q Would you agree that if the load forecasting
22 models that Evergy uses today when it doesn't
23 have -- it has maybe some data center load on its
24 system, but it doesn't have the kind of data center
25 load that it's showing for its projections in the

1 near term.

2 If those load forecasting models that they use
3 today are able to forecast the impact of weather on
4 Evergy's load the next day with a good level of
5 accuracy, shouldn't those same models be able to do
6 a good job of forecasting the next day's load after
7 material data center load is added?

8 A I don't know.

9 Q But why wouldn't they be able to? If the
10 models -- you know, we live in Missouri and we have
11 hot summers and very humid summers and we have
12 weather forecast and SPP is forecasting a load, you
13 know, several days ahead in those hot spells, for
14 example.

15 If those models are doing a good job today of
16 forecasting what happens to all that air
17 conditioning load all the residences and businesses
18 have, why would there be a problem with forecasting
19 the same phenomenon that's going to happen with data
20 center load?

21 A I don't believe that a data center is going to
22 have anywhere near the same type of load or needs as
23 a residential.

24 So a model that is working well today may not
25 work quite as well when you put in a new type of

1 customer that hasn't necessarily been used before.

2 So I don't know that I would necessarily agree
3 the current models will be able to take into effect
4 what's going to change when you add the type of
5 customers like the data centers.

6 Q Well, wasn't the reason that Staff said the
7 loads could be whether sensitive is that cooling
8 could be a major end-use? I mean, it was cooling,
9 right, it was focused on air-conditioning, right?

10 A I think so. I agree with that.

11 Q And so it's your testimony that the impact of
12 weather on air-conditioning for all the rest of the
13 load is somehow significantly different than the
14 impact of weather on air-conditioning for a data
15 center?

16 A I'm assuming a data center is going to run
17 much, much hotter internally than my house will. So
18 I think there's a slight difference between what a
19 data center and what a residential home would be.

20 Q You served as an economist for both OPC and
21 Staff, have you not?

22 A I have.

23 Q You've provided testimony and a rate design, is
24 that right?

25 A I have.

1 Q You perform class cost of service studies?

2 A I have.

3 Q Have you developed a retail revenue requirement
4 that an analyst like yourself would use to perform a
5 class cost of service study?

6 A I'm sorry, could you repeat that, please?

7 Q Have you developed a retail revenue
8 requirement, the things that Ms. Bolen's team does,
9 have you done that?

10 A I know I've worked on class -- I know I did a
11 cast working capital case way back in the day. But
12 I don't think I developed the entirety of the
13 revenue requirement model. I don't think I've ever
14 done that.

15 Q But you do understand how a retail revenue
16 requirement is developed, right?

17 A Yes.

18 Q Would you agree that in Missouri, and I
19 mentioned this before, retail revenue requirements
20 in the case of Staff are developed by Staff's
21 auditing function, right?

22 A Our auditing department, yes.

23 Q And they're developed based on a utility's test
24 year or often a trued up test year, right?

25 A Well, also there's other aspects like fuel that

1 is also -- members of my team also provide into the
2 revenue requirement for the (indiscernible.) So I
3 just wanted to make sure it's not -- it is not just
4 our auditing department.

5 Q That's true. But, you know, the production
6 cost modeling and so on that your team does, you, I
7 don't know if this is the right word, you feed that
8 to the auditing department, and they take that into
9 account, and they build a revenue requirement,
10 right?

11 A Yeah.

12 Q I mean, your -- your work's an input into their
13 work, right?

14 A That is correct.

15 Q Okay. And retail revenue requirements that
16 they ultimately are developing are developed based
17 on a utilities test year, trued up test year, right?

18 A Yes.

19 Q And the goal -- the goal of doing that is to
20 determine, based on the test year, trued up test
21 year, to determine how many dollars the utilities
22 rates need to collect annually to cover the revenue
23 requirement under normalize conditions, right?

24 A I would agree.

25 Q Would you agree that revenue requirements are,

1 by design, intended to reflect what it costs utility
2 to serve its customers?

3 A Yes.

4 Q And that those revenue requirements that are
5 developed in a rate case are intended to be a proxy
6 for what it will cost once new rates are set by the
7 Commission?

8 A Could you repeat that, please?

9 Q Maybe it's a bad question. What we're doing
10 with the revenue requirement is we're trying to come
11 up with a proxy for what it will cost to provide
12 service once new rates are set by the Commission,
13 right?

14 A I guess I don't agree with the word proxy. I
15 mean, I think we're just trying to come up with what
16 we believe that the cost of service is.

17 Q But that cost of service is going to be applied
18 in the future once new rates are set, right?

19 A Yes.

20 Q And at least in theory, ideally, we'd like to
21 set a cost of service that's going to be reflective
22 of those conditions once rates are set, right?

23 A I think that's the general goal, yes.

24 Q Do you agree the process of class cost of
25 service allocation is a process whereby one seeks to

1 allocate the appropriate portion of the revenue
2 requirement that was developed in the rate case, we
3 just talked about --

4 A Yes.

5 Q -- through each rate class?

6 A That's -- yeah, best cost of service rate
7 designed is to divide the pie, yes.

8 Q And what you're trying to do is allocate that
9 proportion of the costs that are caused by that
10 class to that class, right?

11 A Yes.

12 Q Would you agree that once -- would you agree
13 that once in a rate case -- once we have the revenue
14 requirement in a rate case and we've allocated the
15 cost to the rate classes, like we just talked about,
16 that one then engages in rate design? That's the
17 next step?

18 A Yes.

19 Q Would you agree that one of the key things one
20 is trying to accomplish with rate design is to have
21 rates for each class that are effective in yielding
22 the total revenue requirement allocated to that
23 class so when you sum all of those up, the rates as
24 a whole are designed to yield to utility's total
25 revenue requirement?

1 A Yes.

2 Q Given that you agree with those principles,
3 you'd agree, would you not, that Evergy's LLPS
4 rates, how ever they're set, should reasonably
5 reflect the cost that are and will be in Evergy's
6 revenue requirement over time, wouldn't you?

7 A I think that the goal is to ensure that the --
8 whatever class always pays their share and their
9 costs.

10 Q Well, they should reasonably reflect what those
11 costs actually are, right?

12 A Yes.

13 Q They shouldn't be too low; they shouldn't be
14 too high, isn't that fair?

15 A There are other aspects involved, but that's
16 the general idea, yes.

17 Q If Evergy's rates were designed so that certain
18 costs are collected twice via different billing
19 determinants or the costs are otherwise overstated,
20 utility could collect more than its revenue
21 requirement, couldn't it?

22 A I think I missed a little bit of what you said
23 at first, but I think your general premise is that
24 there's the potential for the utility to collect
25 more than their authorized revenue requirement.

1 Q If costs are collected twice in the analysis or
2 they're overstated, that could happen, right?

3 A Yes. Yeah.

4 Q Is it possible to recover the exact same amount
5 of revenue from a customer when billing them with
6 different numbers of discrete charges and billing
7 determinants?

8 A Repeat that again, please.

9 Q Let me -- let me maybe try to ask it a little
10 bit differently.

11 Can't you -- if you need -- well, let me say it
12 this way, just take an example, if we need a
13 thousand dollars of revenue from a customer, you can
14 get that thousand dollars with a rate design that
15 includes one charge, two charges, three charges or
16 20 or 25 charges, right?

17 A I do not believe there's a limit, yes.

18 Q You don't have to have a lot of different
19 charges and billing determinants. You can have a
20 few, and you can still design it to collect that
21 thousand dollars, isn't that right?

22 A For simple customers, a simple rate design for
23 more complex customers, I understand that you would
24 necessarily want to have a rate design that takes
25 into account the unique circumstances of the

1 customers.

2 Q It's not inherently necessary to have a large
3 number of different charges to produce the revenues
4 associated with a particular allocation of the
5 revenue requirement, is it?

6 A Not necessarily.

7 Q Doesn't that mean that a standard rate design,
8 like Evergy's LLPS design, it's designed that its
9 proposed, can have its rate levels adjusted to
10 target any level of revenue that a cost allocation
11 suggests is appropriate?

12 A Maybe. But there could be situations where
13 it's -- it misses something because you're trying to
14 put too many costs or too many things in one bucket.
15 So....

16 Q Theoretically, that could happen, but it's not
17 necessarily the case, is it?

18 A When the time comes, they really start digging
19 in and developing these rates, there are going to be
20 a lot of aspects that we're going to want to
21 consider to make sure that we develop the
22 appropriate rate structure for these new customers
23 that are coming to the state. And we want to make
24 sure we do it right.

25 Q Pardon me. Let's talk about your division's

1 role in this case. And I think you talked about
2 this a little bit. You supervise the industry
3 analysis division but not the Staff's auditing
4 function, right?

5 A That is correct.

6 Q That's Ms. Bolen's division as we talked about,
7 right?

8 A Correct.

9 Q Did Ms. Bolen or her team review or have input
10 on the Staff rebuttal report or your testimony or
11 Ms. Lange's testimony filed in this case before they
12 were filed?

13 A I can't speak to exactly what Ms. Bolen or her
14 team did or did not review, and I know that Ms.
15 Bolen is, generally -- like, all division directors
16 are given the opportunity to review all the work
17 that we forward, submit to the Commission.

18 But I can't speak to exactly what Ms. Bolen did
19 or -- I'm sure that Staff reached out to some
20 members of the auditing team, but I cannot be for
21 sure exactly who. It was two or three months ago
22 when this was all done.

23 Q So you don't know what input they had or didn't
24 have?

25 A Not off the top of my head, I do not.

1 Q Nothing comes to mind that the auditing team
2 said?

3 MS. HANSEN: Objection. Asked and
4 answered.

5 BY MR. LOWERY:

6 Q So nothing specific comes to mind where one of
7 your team members said, hey, we consulted with the
8 auditing team and they raised this issue or that
9 issue or we specifically asked them this question or
10 that question, nothing comes to mind at all that
11 that happened?

12 A I would request you ask that question to the
13 members of my team who participate in this report.
14 But to my knowledge, I can't think of anything off
15 the top of my head.

16 Q It's my assumption that you, personally, had
17 input into review and approved the Staff's filing of
18 the testimony in this case, right?

19 A I did review the testimony in this case.

20 Q You agree that you are responsible for the
21 position that Staff is taking in this case?

22 A I do agree with that.

23 Q Staff's report reflects use of a multi average
24 of locational marginal prices LMPs, otherwise known
25 as market prices. You understand that, right?

1 A Okay.

2 Q You know what an LMP is, right?

3 A Yes.

4 Q And it's, basically, the market price of
5 energy, right?

6 A Yep.

7 Q Would you agree that Staff's report reflects
8 use of a multiyear market energy price as the basis
9 for its proposed energy charge?

10 A You're getting into the weeds of something that
11 I reviewed many months ago. So I would -- I would
12 say I don't know and ask the appropriate Staff
13 witness at this time.

14 Q So you don't know what the basis of Staff's
15 proposed energy charge is?

16 A I don't remember off the top of my head --

17 Q You don't remember.

18 A -- that I can discuss here. I'd rather let our
19 experts talk about that.

20 Q When Ms. Bolen and her team developed revenue
21 requirements -- and if you don't know, you can say
22 you don't know.

23 But when they developed the revenue requirement
24 for Missouri Electric Utility, does their revenue
25 requirement -- revenue requirement model contain a

1 line item? Do they rely upon market energy prices
2 applied to all retail load in setting the base
3 rates?

4 A I don't know.

5 Q Now, it's true that the auditing team would use
6 historical LMPs to develop prices production cost
7 modeling, and I guess, really, your team is doing
8 that, right?

9 A You know, I think we have a witness come up
10 here who does production cost modeling, and he would
11 be the appropriate witness to ask exactly how stuff
12 does that. I have not done that function.

13 Q Okay. You don't really understand what prices
14 are used in the production cost modeling that Staff
15 does?

16 A I know there's a lot of prices that are used,
17 and so I would not want to opine at this time. I
18 would rather let the appropriate witness tell the
19 Commission exactly what they do.

20 Q Would you agree that the cost for Evergy to
21 generate a megawatt hour of electricity is not equal
22 to the market price of energy in a given hour except
23 by wild coincidence?

24 A I think that's correct. I think I can agree
25 with that.

1 Q You have a masters and a bachelors degree in
2 economics, right?

3 A I do.

4 Q Go Salukis, right?

5 A Nope. Cougars.

6 Q Cougars. Oh, I've got the wrong Illinois
7 University. I insulted you. I apologize.

8 A Yeah. No. It's all right. SIUE.

9 Q You agree, do you not, that the cleared market
10 price in every hour in an RTO market, like SPP or
11 MISO, is based on the variable production costs of
12 the most expensive unit bit into the market in that
13 hour that's needed to cover load in that hour? Do
14 you agree with that?

15 A I think that's correct.

16 Q Which means that all of the other units
17 dispatched in that hour are receiving a price that
18 is higher than their marginal cost of production
19 because they're not on the margin, right?

20 A You're quickly going beyond my expertise on the
21 SPP market.

22 Q Well, if the market price is set by the most
23 expensive unit, let's say the most expensive unit
24 has a production cost of \$20, then every other unit
25 that has a production cost of 19.99 or less is

1 getting some margin, right?

2 A I think -- I think I can agree with that.

3 Q I mean, as an economist, I think that has to
4 be, right?

5 A I think so.

6 Q So the price that those nonmarginal units are
7 getting, the margin that they're getting, except for
8 the five percent sharing in the fuel adjustment
9 clause, that margin is going back to customers
10 through the fuel adjustment clause, is it not?

11 A Off the top of my head, I -- I -- I don't know.

12 Q I think you agreed earlier that when we come up
13 with a revenue requirement, usually a
14 (indiscernible) requirement, and what we are trying
15 to do is set a revenue requirement that's going to
16 be reflective of the cost the utility would actually
17 incur when base rates are set. That's what we're at
18 least trying to do, right?

19 A Yes.

20 Q Given that Evergy has had a series of rate
21 cases over the past several years, as has Ameren,
22 Missouri, for that matter, that Staff has found rate
23 increases of some level are needed in most if not
24 all of those cases.

25 It apparently is the case that those revenue

1 requirements are not sufficient to cover the cost
2 once rates are in effect, right; otherwise, you
3 wouldn't need to come in and change rates again,
4 right?

5 A Well, I don't know the history of the rate
6 case, but I do know that both Ameren and Evergy have
7 fuel adjustment clause that requires them to come in
8 for a rate case within a certain amount of time
9 regardless of whether or not they are meeting all of
10 their cost of service.

11 And there could be -- they could have been
12 meeting it and then over the last year, they may not
13 have been meeting it.

14 So -- but generally speaking, if an increase in
15 rates is required, it's because they did not meet
16 their trued up or their revenue requirement cost of
17 service within the test year.

18 Q The revenue requirement that was set in the
19 last case is no longer good enough to meet the cost
20 of service, right; otherwise, you wouldn't need a
21 rate increase, right?

22 A I believe that's probably correct.

23 Q And -- and Ameren Missouri and Evergy have been
24 coming in significantly more often than they have to
25 come in under the fuel adjustment clause statute,

1 right, which requires them to come in every four
2 years, right?

3 A Yeah. It's amazing how much more the utilities
4 are coming in nowadays.

5 Q Would you agree that the fact that they are
6 having to come in pretty often, more often than the
7 fuel adjustment clause statute require, and that
8 they're justifying rate increases because that prior
9 revenue requirement didn't turn out to be sufficient
10 to reflect the cost, would you agree that their
11 thereby incurring negative regulatory lag until
12 those rates can be reset again?

13 A I think at some level, you know, there is a
14 little bit of regulatory lag and there have been
15 various mechanisms that have been passed by the
16 General Assembly to address those that have eased
17 the burden of regulatory lag to the utilities.

18 Q Well, despite those mechanisms, they're still
19 justifying rate increases on a pretty frequent
20 basis, and so those mechanisms are not eliminating
21 that negative regulatory lag, are they?

22 A I didn't say eliminate it, but it definitely
23 made it less burdensome to the utility to the
24 detriment of the consumers.

25 Q Well, it may have been really terrible before,

1 and it isn't as bad now. Is that what you're
2 saying?

3 A No. I said (indiscernible.)

4 Q As an economist, would you agree that this
5 regulatory lag, positive and negative, provides an
6 incentive for utilities to control costs and operate
7 efficiently?

8 A I think that is an argument for regulatory lag.

9 Q I mean, that's the basic premise of regulatory
10 lag and public utility rate making, isn't it?

11 A I think so.

12 Q Do you disagree with it?

13 A No.

14 Q Positive regulatory lag will increase earnings.
15 So if the utility can control costs and be more
16 efficient then shareholders can gain, right?

17 A The general principle, yes.

18 Q And for the same reason, negative regulatory
19 lag provides that (indiscernible) because the higher
20 utilities cost, the less efficient it is. The less
21 it controls cost, the less shareholders can earn,
22 right?

23 A I think so.

24 Q Staff's proposal regarding (indiscernible)
25 positive regulatory lag is a one-way tracker, is it

1 not?

2 A I think that the potential for positive
3 regulatory lag you could do to the size of the
4 customers that would be coming on board will dwarf
5 anything that was -- that we've seen before. So I
6 think that's where Staff is coming from that.

7 Q Yeah, but you didn't answer my question. My
8 question was (indiscernible) it is, right?

9 A I believe that's (indiscernible) because the
10 regulatory lag, the positive, is one way.

11 Q So if there's -- if there's X dollars of new
12 revenues coming from large load customers but their
13 offsetting cost increases going on in utility's
14 business, your tracker's only going to take into
15 account the revenues for large load customers and
16 completely ignore the cost increases (indiscernible)
17 business?

18 A I don't -- I don't think -- I don't believe
19 that's the case. But I don't know. I didn't think
20 it would -- just look at the positive side. If
21 costs are going up, I think that would be considered
22 as well.

23 Q So let me ask you a question about that,
24 then --

25 MADAM COURT REPORTER: Can we hold on one

1 second? Sorry, my --

2 [Reporter's note: Audio difficulty.]

3 MR. LOWERY: Absolutely.

4 MADAM COURT REPORTER: Okay, I appreciate
5 that.

6 BY MR. LOWERY:

7 Q Let me just explore your answer just a little
8 bit. As I understand the proposal, and you may
9 understand it differently or maybe you don't fully
10 understand it, but as I understand the proposal, it
11 would take the positive regulatory lag the utility
12 may experience from incremental large load customer
13 revenues that weren't baked into the prior rate
14 case -- are you with me so far?

15 A Yes.

16 Q -- and defer it to a regulatory liability,
17 right?

18 A I believe that's correct.

19 Q And the idea, then, would be when you get to a
20 rate case after that regulatory liability has been
21 built up, utility would have to dollar-for-dollar,
22 probably over a multiyear amortization that the
23 Commission decides upon, but would have to
24 dollar-for-dollar reduce its revenue requirement
25 equal to those incremental large load revenues,

1 right?

2 A I would -- think that's correct, but to -- for
3 a better understanding of it, I would also defer to
4 Staff Witness Lange on this.

5 Q But you think that's how it works, right?

6 A I think that's just how that works, but, you
7 know, we've -- yeah.

8 Q If at the same time, let's say we have two
9 years between a rate case, and we have X dollars of
10 incremental large load revenues that weren't baked
11 into the prior revenue requirement, let's say that
12 utility is incurring negative regulatory lag --
13 despite the existence of PISA. PISA doesn't get rid
14 of all the regulatory lag on capital embezzlement,
15 does it?

16 A Maybe not all of it, but they get a lot -- it
17 gets a lot of --

18 Q It's 85 percent or at least 15 percent, right?

19 A Okay.

20 Q And on the -- well, is that right?

21 A I think so.

22 Q And utilities are investing a lot in their
23 systems these days, do you not? So 15 percent of
24 500 million or a billion dollars is a lot of money,
25 right?

1 A Yes.

2 Q So let's say at the same -- during that same
3 interval when the large load customer incremental
4 revenues are being tracked in Staff's tracker, the
5 utility incurs 50 million dollars of lag despite
6 PISA, the utilities transmission cost go up 15 or
7 20 million dollars a year. It's Union contracts
8 causes wages to go up 15 or 20 million dollars,
9 whatever the numbers are.

10 Under Staff's proposal, those three instances
11 of regulatory lag, negative regulatory lag the
12 Commission -- the utility is experiencing, the
13 Staff's not proposing to track those, are they?

14 A I don't remember that we are, and I would
15 suggest that the utility can always come in for a
16 rate case if they are suffering from that level of
17 regulatory lag. There's nothing preventing the
18 utility from coming in for a rate case.

19 Q Well, there's nothing preventing the Staff from
20 bringing a complaint case to lower rates if you
21 think the utility is earning more than it should,
22 more than a fair return, is there?

23 A For Staff to do the work to determine whether
24 or not the utility was over earnings and then to
25 file a complaint and then the whole process of

1 complaint to fruition, is a much more complex
2 process and is not subject to, from my
3 understanding, the 11-month window that a rate case
4 is.

5 So even though Staff parties could do that, the
6 time and effort for a party to make that adjustment,
7 to make that recommendation to the Commission and
8 for the Commission to agree to that change of rates
9 is a much more complex, more difficult and -- than
10 the utility asking for rates in the normal process.

11 Q But under Staff's proposal, you could have,
12 let's say, \$50 million of incremental large load
13 customer revenues that have to be deferred to this
14 regular liability, and they're going to be given
15 back to that rate case under Staff proposal. And
16 the utility, even if it comes and files a rate case
17 really quickly, could also have \$50 million of other
18 lag that's going the other way.

19 And utility is going to eat that negative lag
20 between those rate cases, but they're going to give
21 back the positive regulatory lag through that
22 deferral in that next rate case. That's Staff's
23 proposal, isn't it?

24 A I would defer Ms. Lange for a complete
25 discretion on what that -- how that would work.

1 Q Don't you understand that that's Staff's
2 proposal?

3 A I -- yeah, there are a lot of evidence.

4 Q Are you telling me you didn't understand the
5 proposal when it was made?

6 MR. PRINGLE: Objection, argumentative.

7 MADAM COURT REPORTER: Mr. Pringle, I
8 didn't get that first objection.

9 MR. PRINGLE: Sorry. Both were
10 argumentative.

11 MADAM COURT REPORTER: Okay.

12 REGULATORY LAW JUDGE WALKER: And both are
13 sustained.

14 MR. PRINGLE: Thank you, Judge.

15 BY MR. LOWERY:

16 Q Mr. Busch, you're aware, are you not, that
17 Evergy has requested in a number of cases over the
18 last decade or so a transmission cost tracker, and
19 the Staff's opposed every one of those requests, are
20 you not?

21 A (Indiscernible) crossroads?

22 Q No.

23 A Then I'm not aware of that.

24 Q If Evergy gets one or more large load customers
25 to come onto its system in the next few years, what

1 would be your expectation regarding whether such
2 customer's load will be at its ultimate peak demand
3 on day one of their operations versus whether that
4 demand would likely ramp up over a number of years?

5 A It's my understanding that these loads ramp up
6 over a series of up to five years, I believe.

7 Q It's, generally, not the case -- let's say we
8 have a 500-megawatt facility that's always going to
9 be used, it's generally not the case that on day one
10 with a data center under large loads open that its
11 operating at 500 megawatts, isn't that right?

12 A That's my understanding.

13 MR. LOWERY: Your Honor, give me just a
14 second, please, if you would. That's all the
15 questions I have. Thank you, Mr. Busch.

16 REGULATORY LAW JUDGE WALKER: We are going
17 to take a ten-minute break and come back at 3:35.

18 [Break at 3:22 p.m. until 3:38 p.m.]

19 REGULATORY LAW JUDGE WALKER: How about
20 Evergy? That sounds good.

21 MR. FISCHER: Okay, thank you.

22 CROSS-EXAMINATION

23 BY MR. FISCHER:

24 Q Good afternoon, Mr. Busch.

25 A Good afternoon, Mr. Fischer.

1 Q Thanks for coming back. The good news is, I
2 was able to cut down a lot of the cross after I
3 listened to your conversation with Mr. Lowery. So
4 let's go back to a higher level, and hopefully, we
5 can get done fairly quickly.

6 A Okay.

7 Q Why don't we just start at the beginning of
8 your rebuttal testimony at line 22.

9 A Page 1?

10 Q Yeah, on page 1. There, you say (as read,) I
11 also provide a broad overview to the Commission on
12 the Staff's concerns with not only the Evergy's
13 proposed large power service tariff but the entire
14 concept of large load customers building facilities
15 in Missouri. Do you see that?

16 A Yes.

17 Q I think I would like to visit with you about
18 that entire concept of large load customers building
19 facilities in Missouri, if that's okay.

20 A Sure.

21 Q Would you turn to page 5 of your rebuttal
22 testimony at lines 15 through 17?

23 A I'm there.

24 Q At that point in your testimony --

25 MR. FISCHER: Oh, by the way, for the

1 court reporter, this is Jim Fischer. I don't think
2 I identified myself again, and if I go too fast,
3 please stop me, okay.

4 BY MR. FISCHER:

5 Q At line -- at line 15 there on page 5, you're
6 asked the question (as read,) But are not the
7 economic advantages locating large data centers in
8 Missouri worth the risk?

9 And then you go on to answer the question (as
10 read,) Not in my opinion. Is that right?

11 A That is correct.

12 Q And now, is that the Staff's opinion, too?
13 You're speaking for the Staff?

14 A I think it's fair to say I'm speaking for Staff
15 there.

16 Q Okay. And this is the first case I think
17 that's gone to hearing on large load tariffs in
18 Missouri, is that right?

19 A I mean, I'm thinking about the MKT tariff, and
20 I think that went to hearing. And that was large
21 load. But --

22 Q Well --

23 A -- to this is the first one which is called a
24 large load tariff extent --

25 Q That's fair.

1 A -- I just -- yeah. Yeah.

2 Q Okay. But this is the first one, which I would
3 call the large load tariff that we're doing pursuant
4 to SB4?

5 A I would agree with that, yes.

6 Q Okay. Now, if I understood some of the answers
7 to Mr. Lowery, is it correct to say that Staff's
8 conceptual tariff provisions were developed by the
9 Staff personnel whose names are listed there in the
10 Staff report?

11 A That is correct.

12 Q And if I also understood your testimony, I
13 think you said Sarah Lange took the ball and ran
14 with it. And you were talking about particularly
15 the tariff provisions at that point, is that right?

16 A Yes.

17 Q So is she's a principle author of the tariffs?

18 A Yes.

19 Q Okay. Now, prior to filing the Staff report in
20 this case, did Staff provide the department of
21 economic development with a summary or a copy of the
22 Staff's conceptual tariff provisions in this case?

23 A No.

24 Q No? Okay.

25 A Not that I'm aware of.

1 Q Would you have provided them to any of the
2 other state agencies that you mentioned the Staff
3 report, the Department of Natural Resources or the
4 Division of Energy for that department or the
5 Governor's office? Any of those folks have any
6 input in the process?

7 A Not to my knowledge.

8 Q Okay. And did Staff hire any outside
9 consultants with economic development credentials to
10 help develop the tariff?

11 A We did not.

12 Q What about any outside consultants that had
13 experience with data centers or large load tariffs
14 for data centers?

15 A We did not.

16 Q So, essentially, Staff relied on its own
17 in-house employees, as you often do, to draft the
18 proposed tariffs in this case without input from
19 other outside experts or other agencies, right?

20 A Other than the input that we've received over
21 the years working on tariffs, class cost of service
22 rate design, et cetera.

23 Q Do you happen to know if any other states have
24 adopted the type of regulatory approach that the
25 Missouri Staff has taken in this case for large load

1 tariffs?

2 A I, personally, do not know.

3 Q Okay. You couldn't point -- I know you
4 mentioned several tariffs -- several other states.
5 I think Ohio and a couple of others in your
6 testimony. But those are not like the ones that you
7 provided here, right?

8 A I don't believe so.

9 Q Okay. Would you agree that the Staff's
10 approach could be characterized as a novel approach?

11 A A novel approach, I think I could agree with
12 that.

13 Q Okay. On page 2 of your rebuttal and page 10,
14 you state -- and I'll let you get there.

15 A Page 2, line 10?

16 Q Yeah, line 10.

17 A Okay.

18 Q You say (as read,) First, Evergy, as well as
19 other utilities across Missouri and throughout the
20 United States, are seeing massive customers,
21 commonly data centers but potentially other
22 hyper-scale customers approach them to move into the
23 public -- into the utility service territories, is
24 that right?

25 A That is correct.

1 Q And what do you mean by hyper scale there?

2 A By that, what I'm meaning is just other large,
3 massive customers with loads that are above, you
4 know, 25 megawatts above -- basically, why we're
5 here, right? Yeah, so massive load customers, and
6 we're not used to seeing them.

7 Q Did you happen to have time to read Mr. Gunn's
8 testimony where he discussed the fact that the
9 Company's working with over 20 perspective large
10 load customers with more than six gigawatts of
11 incremental demand that are interested and located
12 in Evergy's service territory?

13 A I'm familiar that there are a lot of companies
14 that Evergy has been talking to, and I think six
15 gigawatts was brought up as what they're potential
16 --

17 Q I think you're Staff counsel may have had a
18 chart that showed just how massive the interest is
19 out there in our territory.

20 A I think it was, actually, Mister
21 (indiscernible) --

22 Q Oh, I apologize. I think you're right. I'm
23 sorry, yeah.

24 A That's okay.

25 Q Does Staff agree that Google, other data

1 centers or other large load customers have a choice
2 about where they locate their facilities?

3 A I think that they make the decision on where to
4 locate their facilities based upon a myriad of
5 factors, yes.

6 Q Well, for example, it could -- they could
7 locate in Evergy's Missouri territory, or they could
8 locate just across the state line and located in
9 Evergy's Kansas service territory, right?

10 A I mean, I think there's going to be limits to
11 where they can -- you know, as was discussed
12 earlier, you have to have -- you know, there's a lot
13 of water that is being used so you have to have
14 water resources.

15 I think they have to have, you know, a good
16 backbone of infrastructure for other -- other than
17 just electricity. So they can -- they can go to
18 various places that have -- that meet all the
19 requirements that they have. So I don't think they
20 can just go anywhere.

21 Q And electricity is, certainly -- will be one of
22 the things they'll look at, right?

23 A Yes, it is.

24 Q Okay. If we go to page 2 of your rebuttal
25 testimony, there -- at line 18, you state (as read,)

1 Second, during the last legislative session, the
2 Missouri General Assembly passed that Governor Mike
3 Kehoe signed, Senate Bill 4, which you refer to as
4 SB4.

5 While SB4 has many provisions, it has one
6 section that states all investor-owned utilities
7 must have tariffs in effect dealing with customers
8 with large loads. Is that right?

9 A That is correct.

10 Q Does that section of SB4 indicate to you that
11 it's the policy of the state of Missouri that this
12 Commission develop tariffs for dealing with
13 customers with large loads?

14 A I think it means that -- in my understanding
15 that the -- it's the Commission's responsibility to
16 develop tariffs that are fair and equitable to the
17 large load customers and the entire rate base -- you
18 know, all of the rate customers within the state of
19 Missouri, not just large load.

20 Q And the public utilities themselves are being
21 required by SB4 to develop and have those tariffs
22 approved by the Commission, right?

23 A Yes.

24 Q Okay. Do you believe that the legislature
25 would have adopted a requirement that the Commission

1 approve large load tariffs if the legislator
2 believed that the whole concept of data center
3 customers or other large load customers in Missouri
4 was a bad idea?

5 A I think when you take that into consideration
6 with the requirements to ensure that the rest of the
7 rate there, the rest of the captive customers are
8 not subsidizing unreasonably the largest data.

9 I think that there was a -- there was a concern
10 that they want to bring in economic development
11 through data centers. But they want to do to it
12 properly and fairly to ensure that all other
13 customers are not unjustly burdened.

14 Q So if I understood your answer, you would agree
15 that the legislature wasn't saying keep data centers
16 out of Missouri?

17 A I don't believe that's what they were saying.
18 I believe that's what Staff is saying.

19 Q Do you believe that the legislature would have
20 adopted a requirement that the Commission approved
21 large load tariffs if the legislature believed that
22 the economic risks were just too great to have data
23 centers in Missouri?

24 MS. HANSEN: Objection. Calls for
25 speculation.

1 REGULATORY LAW JUDGE WALKER: (Inaudible.)

2 A You know, there was a lot of -- a lot of give
3 and take and a lot of discussion with Senate Bill 4,
4 and so I, you know, it would be hard pressed for me
5 to understand exactly what the legislator did or
6 didn't want.

7 BY MR. FISCHER:

8 Q It's not the role of the Staff here in
9 Missouri, though, to pick winners or losers in
10 Missouri's economy, right?

11 A I don't believe that's the role of Staff or the
12 role of the Commission. I don't think government at
13 all should be picking winners and losers.

14 Q Okay. That's fair. Do you still have that
15 Staff report that Mr. Lowery gave you?

16 A No, I got rid of that.

17 MR. FISCHER: Could I ask Mr. Lowery to
18 give you that?

19 THE WITNESS: Thank you.

20 MR. FISCHER: And I was going to ask you
21 to turn to page 6, line 13 and 14 of that Staff
22 report.

23 A Page 6, lines 13 to 14?

24 Q Yeah, that's where I'm going.

25 A I'm there.

1 Q Okay. There, it says, Staff does not take a
2 position on the propriety of serving any given
3 potential customer of a regulated utility, is that
4 correct?

5 A That is correct.

6 Q And that statement would be true for a whole
7 industry like the data center industry?

8 A I believe so.

9 Q It's not the role of Staff to recommend
10 conceptual tariff provisions designed to keep
11 specific customers or industries from locating in
12 Missouri, wouldn't you agree?

13 A I don't believe it's our role to create
14 barriers to entry for any customer to come into the
15 state.

16 Q Okay, great.

17 MR. FISCHER: Judge, I'd like to have an
18 exhibit marked. Thank you. Judge, I think I -- my
19 number would be 107, is that -- 108, I'm sorry.

20 BY MR. FISCHER:

21 Q Mr. Busch, you testified that Governor Kehoe
22 signed Senate Bill 4 that includes the requirement
23 the electric companies have a large load tariff --
24 I'm sorry, you -- I didn't hear.

25 REGULATORY LAW JUDGE WALKER: I'm sorry,

1 Mr. Fisher, I don't mean to interrupt you. This
2 Exhibit 108, are you -- are you offering it for
3 admission?

4 MR. FISCHER: No, I'm not. I'm just going
5 to ask him some questions about whether he agrees
6 with a couple concepts.

7 REGULATORY LAW JUDGE WALKER: Okay. Thank
8 you.

9 BY MR. FISCHER:

10 Q I'd like to show you a press release and ask
11 you a couple of questions about whether you agreed
12 with some of the statements.

13 Governor Kehoe stated with this legislation,
14 Missouri is well positioned to attract new industry,
15 support growth and maintain affordable, reliable
16 energy for our citizens.

17 My question to you is: Do you agree that the
18 large load tariffs that will be approved in this
19 case should be designed to make Missouri well
20 positioned to attract new industry?

21 A I believe Staff's tariffs do do that.

22 Q So you think that that's what one of the goals
23 should be for the Commission, is to make sure the
24 tariffs are designed to attract new industry?

25 A Yes.

1 Q Good. Do you agree that it's the state's
2 policy to attract new industry, support growth and
3 maintain affordable, reliable energy for our
4 citizens?

5 A I have -- yeah, I think that attracting
6 economic development of all sorts, not putting all
7 of our eggs in one basket, to have a diverse
8 economic development with a diverse industry in the
9 state of Missouri is ultimately a good thing for the
10 state and all citizens.

11 Q Well, the state has an entire department that
12 has the principle responsibility to promote economic
13 development within our state, right?

14 A And we used to be a part of it, that's correct.

15 Q Yeah. We're now called what, insurance of
16 commerce?

17 A Commerce -- yeah, commerce and industry.

18 Q Okay.

19 A DCI.

20 Q In this case, the Commission's being asked to
21 review two different distinct versions of the
22 conceptual tariffs to serve the large load
23 customers, wouldn't you agree with that?

24 A Yes. There are two different tariff mechanisms
25 that are in front of the Commission at this stage.

1 Q The Evergy tariff was attached to Brad Lutz's
2 testimony, and I believe the second conceptual
3 tariff developed by the Commission Staff was
4 attached to the Staff report at Appendix 2,
5 Schedules 1 through 5. Is that what your
6 understanding is?

7 A I believe so. I think they've both been
8 modified through a stipulation for Evergy, and then
9 we've modified ours on surrebuttal with Ms. Lange's
10 testimony.

11 Q And I wasn't sure if I caught the answer, but
12 did you tell Mr. Lowery that Staff did not begin
13 with the Evergy tariff and make track changes and
14 then redline it, or did you say that they did that?

15 A I know that we provided some redlines to Evergy
16 when they provided us information back in February.
17 I don't know if it was a redline to the actual
18 tariff or redline to concepts. I mean, that's been
19 six, seven months ago. I cannot remember exactly.

20 Q Right. But the tariff that the Staff filed and
21 is recommending in this case is not that marked up
22 version of Evergy's tariff?

23 A That is correct.

24 Q They are considerably different, distinct, the
25 two versions, right?

1 A I believe so.

2 Q Well, in evaluating these two tariff
3 approaches, would you agree that the Commission
4 should approve a tariff that appropriately balances
5 the risks and the benefits presented by new large
6 load customers?

7 A I believe the Commission should take into
8 consideration all aspects of what their duty is to
9 make sure that the rates that are charged to all
10 consumers are just and reasonable and not unduly
11 discriminatory.

12 Q And promote the public interest, right?

13 A Promote the public interest, absolutely.

14 Q And would you agree the part of that public
15 interest is economic development for Missouri?

16 A I do believe economic development can be
17 considered part of the public interest.

18 Q Would you also agree that tariffs should
19 establish reasonable protections and safeguards for
20 existing customers?

21 A I 100 percent agree that that has to be taken
22 into consideration.

23 Q And would you agree that the tariffs should be
24 designed to reasonably ensure that the new large
25 load customers will pay their fair share of the

1 system costs associated with serving their loads?

2 A I think the new tariff should be -- allow for
3 all sorts of large load customers to come in, and
4 they should -- yeah, they should have to pay for
5 their loads.

6 Q Would you agree that the tariff should provide
7 a competitive rate program that will help drive
8 economic development in the state of Missouri?

9 A I think that it should be a just and reasonable
10 rate, and so I think -- you know, I get a little
11 nervous over time when you start using utility rates
12 for broader economic goals.

13 Q But I believe you did say that's part of the
14 public interest.

15 A It's part of the public interest, but it's not
16 the sole. And I think affordability is part of the
17 public interest as well.

18 And so if you go down a path where you're
19 giving competitive rates, which would be lower and
20 lower rates for a particular class that causes the
21 rates for, say, residentials or small general
22 service customers to go up so the affordability
23 becomes a problem, then I think you have to be --
24 you have to weigh those interests. And those are
25 very distinct interest.

1 Q And you believe the Commission could do that?
2 That's what they do --

3 A I believe that is --

4 Q -- throughout --

5 A -- the Commission's role.

6 Q -- history, right? Do you believe that it's
7 important that the approved tariff be supported by a
8 diverse range of stakeholders including the
9 customers that will be served under the tariff
10 provisions?

11 A I think there's a lot more stakeholders that
12 should be involved in that determination than just
13 those customers and the utility, yes.

14 Q Okay. Well, let's -- well, we'll go there in a
15 minute. But you're suggesting there's not enough
16 people involved in this room, is that what you're
17 saying?

18 A Well, I know when we get into a rate case,
19 we're going to have other large industrial
20 customers. I think we have some of those in the
21 Ameren case.

22 Other than public counsel, I don't think
23 there's any consumer groups that are involved that
24 are going to be impacted by how these rates are
25 ultimately developed and how those will impact the

1 overall rates.

2 So, yeah, there is a large amount of
3 stakeholders who are generally in electric --
4 utility rate cases that are going to be impacted by
5 the decisions that are made out of these cases.

6 Q Is it -- is it your understanding that
7 typically the Commission balances the interests of
8 customers and shareholders of the Company?

9 A That is their task.

10 Q And the goal is to set just and reasonable
11 rates for the customers of the regulated Company and
12 promote the public interest, right?

13 A All customers, yes.

14 Q Now, it's your understanding that Evergy,
15 Google, the Data Center Collision and several other
16 parties that are in this room, Nucor Steel, Velvet
17 Tech, Renew Missouri, Sierra Club, Ameren Missouri,
18 and the Empire District Electric Company have
19 entered into a nonunanimous stipulation and
20 agreement, which does recommend the approval of a
21 modified version of the Evergy tariff, right?

22 A That is my understanding.

23 Q And staff's not a signatory, clearly?

24 A That is correct.

25 Q Evergy, I think we've all heard in the opening,

1 has also entered into a unanimous agreement in
2 Kansas before the Kansas Corporation Commission,
3 which recommends that the KCC approved a similar
4 large load tariff that would affect Evergy's large
5 load customers in Kansas, is that right?

6 A That is my understanding.

7 Q Now, Mr. Gunn attached that stipulation for
8 Kansas to his testimony. Did you happen to look at
9 that?

10 A I was able to glance at it. I wasn't able to
11 read it very closely.

12 Q Okay. Well, let's -- I'd like to show it to
13 you just for a minute. And I'm going to refer to
14 Mr. Gunn's schedule -- I'm going to refer to
15 Mr. Gunn's schedule KDS1 and pages 34, 35 and 36.
16 It'll be a simple task because --

17 A That's a lot of paper for a simple task.

18 Q I just -- I just want you to ask -- or to
19 verify that that's the signature page to the
20 stipulation and that the Commission Staff at the KCC
21 is a signatory to it.

22 A Yes, excuse me, it appears so.

23 Q And is the citizen's utility rate board curve,
24 which is a column over there, the equivalent of our
25 public counsel a signatory?

1 A Yes, they are.

2 Q And is Evergy a signatory?

3 A Yes.

4 Q And Google is?

5 A Yes.

6 Q And the Data Center Collision is?

7 A Yes.

8 Q And are there some large industrial customers
9 represented there?

10 A It appears so.

11 Q Would you read those or tell me who they are?

12 A It looks like Goodyear Tire and Rubber Company,
13 the Kansas Industrial Consumer's Group, which I
14 don't exactly who's all included in that.

15 Associated Purchasing Services, I'm not
16 familiar with them. Occidental Chemical Corp., and
17 Spirit Aero Systems, Inc. And then it looks like,
18 one, two, three, four, four school districts and a
19 paper company.

20 Q Okay. And is there anybody else? Is Sierra
21 Club on there?

22 A Sierra Club is also on there as well.

23 Q And NDRC [sic]?

24 A NRDC as well, yes.

25 Q Anybody else that I missed?

1 A That appears to be everybody.

2 Q Okay. So that diverse group, at least, is
3 recommending that the Commission in Kansas approve
4 the tariff that is very to the one in Missouri,
5 right?

6 A I believe so, but I also -- it's my
7 understanding and Staff as witnesses that can
8 further discuss the differences between the
9 regulatory structure and Kansas versus Missouri as
10 well.

11 So there might not be similarities,
12 necessarily, between Kansas and Missouri that allow
13 these consumers to agree to that.

14 Q You're not the witness who would talk about
15 that, though, right?

16 A I am not the witness. I think Ms. Lange or Mr.
17 Lubert would be happy to talk about the differences.

18 Q Is it your understanding that both the Missouri
19 stipulation and the Kansas stipulation recommend the
20 approval of a rate design that includes the same
21 rate elements as per charge, facility's charge,
22 those kinds of rate elements?

23 A I haven't looked at them that closely to be
24 able to opine on that.

25 Q Have you read the position statements in this

1 case?

2 A Not all of them.

3 Q Is it your understanding that Google the Data
4 Center Collision and Velvet Tech are not supporting
5 the adoption of Staff's proposed conceptual tariffs
6 in this case?

7 A I think that's my understanding.

8 Q And it's also your understanding, I'm sure from
9 your cross from Mr. Lowery, that Ameren's not
10 supporting the Staff's proposed conceptual tariffs,
11 right?

12 A I got that feeling today, yes.

13 Q Now, customers like Google or other data
14 centers could choose to locate in Kansas City,
15 Missouri, or they could go to Kansas, right?

16 A Assuming location and everything else, yes.
17 There are other factors they could consider but,
18 yes.

19 Q Let's assume that the KCC adopts the proposed
20 unanimous stipulation that's pending in the Kansas
21 load case. Would you make that assumption with me?

22 A Okay.

23 Q And let's also assume that the Missouri
24 Commission adopts the Staff's recommendations on the
25 tariff provision in this case. You understand my

1 assumption so far?

2 A I believe so.

3 Q Now, under those assumptions, wouldn't you
4 expect the large load customers to locate their
5 facilities in Kansas rather than Missouri, holding
6 other factors constant?

7 A I don't know necessarily. I mean, there are a
8 lot of factors that I think the data centers would
9 be looking at when they decide to locate in one area
10 versus another area.

11 And so I believe it would be a factor that they
12 would consider, but it may not be the deciding
13 factor.

14 Q Well, let me ask you this, under those
15 assumptions and based upon the testimony they filed
16 in this case, would you expect the large load
17 customers to locate their new facilities in Kansas
18 rather than Missouri?

19 A I don't know that I would expect them to.

20 Q No? Okay.

21 MR. FISCHER: Your Honor, I think that's
22 all the questions I have. Thank you.

23 REGULATORY LAW JUDGE WALKER: Any other
24 Commission questions? Okay. Okay, recross? Do we
25 have any recross?

1 MR. LOWERY: There's no bench questions.
2 So there would be no recross. You'd move directly
3 to redirect.

4 REGULATORY LAW JUDGE WALKER: I'm so glad
5 you're here. Redirect?

6 MS. HANSEN: Thank you. Just a few
7 questions for redirect.

8 REDIRECT EXAMINATION

9 BY MS. HANSEN:

10 Q Mr. Busch, are you aware of Ameren providing
11 Staff a copy of its proposal before filing an
12 ET-2025-0184?

13 A I cannot remember if they did or did not.

14 Q That's fair. Did Staff ask Evergy who
15 potential customers were?

16 A I believe we did.

17 Q Did Evergy provide that information?

18 A They did not provide us a list of the
19 customers.

20 Q Did Staff ask intervening customers about
21 expected energy demand requirements?

22 A We asked a lot of questions. I cannot remember
23 exactly if we asked that question. I would assume
24 we did, but I don't know for sure.

25 Q Does Staff -- does Staff's deferral -- does

1 Staff's deferral recommend remove recovery on rate
2 base or double recovery?

3 A I'm sorry, could you repeat that, please?

4 Q Absolutely. Does Staff's deferral
5 recommendation remove recovery on rate base or
6 double recovery?

7 A I'm sorry, I just -- I'm not quite catching
8 what you're asking me. I'm sorry.

9 Q All right, I'm gong to try it one more way.
10 Does Staff's deferral recommendation mitigate the
11 risk of double recovery?

12 A Yes.

13 Q All right. Is the utility compensated for
14 avoided kilowatt hours under MIA?

15 A I believe so.

16 Q Is Evergy requesting to retain all additional
17 revenues under LLPS?

18 A I believe so.

19 Q Is the utility compensated for generation not
20 built under MIA?

21 A Yes.

22 Q Is Staff's concerns with variable loads that it
23 is unpredictable or that data centers can exacerbate
24 peaks?

25 MR. LOWERY: Objection. All these

1 questions are leading.

2 REGULATORY LAW JUDGE WALKER: Overruled.

3 MADAM COURT REPORTER: Who asked the
4 objection?

5 MR. LOWERY: Jim Lowery.

6 MADAM COURT REPORTER: Okay, thank you.
7 Sorry.

8 A Could you repeat that question?

9 BY MS. HANSEN:

10 Q Absolutely. Is Staff's concerns with variable
11 loads that it's unpredictable or that data centers
12 can exacerbate peaks?

13 A Yes.

14 Q Do utilities time rate to coincide with the
15 addition of new plant not considered in a previous
16 rate case?

17 A Could you repeat that, please?

18 Q Absolutely. Do utilities time -- do utilities
19 time rate cases to coincide with the addition of new
20 plant not considered in a previous rate case?

21 A Yes.

22 Q Are you aware if units can be bid as price
23 takers and may generate at a loss?

24 A Are you asking can certain generation
25 facilities have a loss? I believe that's correct.

1 Q Would you defer to Sarah, Jay (phonetic) --
2 sorry, Sarah, Jay, Mike or Shawn on this?

3 A I would definitely defer to other Staff experts
4 on this.

5 Q Is Staff's recommendation meant to address the
6 risks you discussed on the stand?

7 A Yes. It is -- Staff is -- you know, we have
8 risks that we think that are out there that the data
9 centers can bring. And that is we don't want to
10 create barriers to entry to other large customers or
11 other industrial customers at all.

12 So it is my opinion that Staff has developed a
13 proposal that will address those concerns.

14 Q Is it Staff's position that the Commission only
15 has two options, approve the stip or order Staff's
16 recommendation?

17 A No. I think -- as it was pointed out, you
18 know, I think there could be bits and pieces of both
19 that could be utilized. I think the Commission has
20 the ability and the authority to develop the
21 appropriate tariff that they think is right.

22 If there are aspects of the Evergy tariff. If
23 there are aspects of the Staff tariff or if the
24 Commission wants to put it's own way in, I think the
25 creation of a working docket would also be a

1 potential outcome of this.

2 Q Is the utility regulation in Missouri the same
3 as Kansas?

4 A I don't think that -- I don't think the
5 structures are the same exactly.

6 Q Do you believe that Missouri already has more
7 inherent factors making it a more attractive
8 location than Kansas? For example, more diverse
9 population, geographic variability, rural versus
10 urban?

11 A Yeah, I think -- I think I touched on that a
12 little bit earlier. You know, Missouri has -- you
13 know, we have St. Louis on the east side of the
14 state. We have Kansas City on the west side of the
15 state.

16 You know, we are fortunate to have the
17 Mississippi and Missouri rivers flowing through it.
18 You know, I think Kansas -- and I could be wrong,
19 I've driven through there a few times to go to
20 Colorado.

21 There's a lot of -- once you get out of the
22 eastern part of Kansas, there's not, you know, a lot
23 of population.

24 So I think that, you know, Missouri does offer
25 some of those other intangible benefits, not

1 intangible, but actual benefits of population. You
2 know, other factors that would sway a large data
3 center or a large industrial customer at any level
4 to come to Missouri.

5 Q And lastly, this is the last question for you,
6 Mr. Busch, what is the most important aspect of your
7 testimony that you would like the Commission to take
8 away today?

9 A I think just to be concerned. You know, AI,
10 the data centers, you know, it's a -- it's a bubble.
11 I mean, it was brought up today.

12 There's a lot of money being flowed into data
13 centers and to AI and nobody sitting in this room
14 today and I don't think anybody in the world can
15 tell you where it's going to be five or ten years
16 from now.

17 And, you know, I think back to, you know, the
18 dot-com bubble of the late '90s and early 2000s
19 where everybody was pouring money into anything that
20 had a dot-com on it's name. And that bubble burst.

21 And it drove the whole country into a recession
22 at that time. The housing bubble that we
23 experienced just, you know in the late 2000s, in the
24 late aughts, a lot of money into assets. That
25 eventually burst, you know.

1 This goes all the way back to the Dutch back in
2 the 1600s with the tulip bubble. This -- nobody
3 knows where this is going to end, and you know,
4 there are -- there are, you know, protections that
5 are built in, even to the Evergy plant. And I
6 acknowledge that.

7 But they are for 12, 15, 20 years. When these
8 facilities get built, they're going to be online for
9 30 or 40 years. What happens after that?

10 What happens after, you know, if those
11 facilities are no longer needed because, one, the
12 entity doesn't exist anymore, or, two, they find a
13 more efficient way to do this?

14 You know, we saw that happen earlier this year
15 with DeepSeek, right. It's my guess that Google and
16 Meta and -- all of those are fiercely looking for a
17 way to do this process in a more efficient way.

18 They are spending millions of dollars, millions
19 of dollars on electric costs. If I'm one of them,
20 I'm thinking I'm going to spend millions of dollars
21 to find ways not to keep having to spend millions of
22 dollars in electricity costs.

23 But once Evergy or once Ameren puts that steel
24 in the ground and it's there, who's going to pay for
25 it? I don't want to see Ameren go bankrupt. I

1 don't want to see Evergy go bankrupt. I don't want
2 to see the rest of the rate payers have to pay for
3 it.

4 So I think what the takeaway is, just be
5 cautious and make sure that you, Commission, you
6 make a decision that will set the state up so we're
7 not putting all of our eggs into one basket, so that
8 we attract data centers when we need them, we
9 attract other industrial customers.

10 They're going to be -- industries that we don't
11 even know are going to be able to exist in the next
12 10 or 15 years, probably.

13 Let's make sure that all those customers have a
14 place to come in Missouri so we can develop an
15 economy that is diverse and is in the public
16 interest for everybody.

17 Q No more questions. Thank you very much, Mr.
18 Busch.

19 MR. PRINGLE: And, Judge Walker, just a
20 quick clarification having to go back to when Evergy
21 Witness Jason Klindt was on the stand, the DR that
22 Chair Hahn was asking about, it was not the DR92 it
23 was DR34, which is still in the Appendix attached to
24 Mr. Busch's testimony, Appendix 2 Schedule 5. It is
25 not the complete response to that DR, due to the

1 complete response having potential highly
2 confidential information. But that is where the DR
3 that Chair Hahn was asking questions about earlier,
4 that's where it's currently at.

5 REGULATORY LAW JUDGE WALKER: Staff, would
6 you like to call your next witness?

7 MR. PRINGLE: Yes. Just looking for our
8 order of witness right now to figure out who we're
9 calling next.

10 REGULATORY LAW JUDGE WALKER: You have
11 Shawn Lange listed here.

12 MR. PRINGLE: There we go, Judge Walker.
13 Thank you very much. Staff calls Mr. Lange to the
14 stand.

15 REGULATORY LAW JUDGE WALKER: Mr. Lange,
16 can you raise your right hand? Do you swear to tell
17 the truth, the whole truth and nothing but the truth
18 so help you God?

19 THE WITNESS: I do.

20 REGULATORY LAW JUDGE WALKER: You may be
21 seated.

22 SHAWN E. LANGE,

23 THE WITNESS HEREINBEFORE NAMED, having
24 been first duly cautioned and sworn to tell the
25 truth testified as follows, to-wit:

DIRECT EXAMINATION

BY MR. PRINGLE:

Q Good afternoon, Mr. Lange.

A Good afternoon.

Q And could you, please, state and spell your name for the record?

A My name is Shawn, S-H-A-W-N, E. Lange, L-A-N-G-E.

Q And Mr. Lange, by whom are you employed and in what capacity?

A I am employed by the Missouri Public Service Commission Staff as a senior professional engineer.

Q And are you the same Shawn Lange who contributed to the Staff recommendation rebuttal report, which has been pre labeled as Staff Exhibit 201?

A Yes.

Q And are the contributions that have made to the Staff recommendation rebuttal report true and correct to the best of your belief and knowledge?

A Yes.

Q At this time, do you have any additions or corrections to make to your contributions to the Staff recommendation and rebuttal report, which has been premarked Staff Exhibit 201?

1 A Not that I'm aware of.

2 Q Thank you, Mr. Lange.

3 MR. PRINGLE: And, Judge, since we have a
4 few more witnesses who are coming up who have
5 contributed to the report, we will not be entering
6 it on the record at this time. So I do now tender
7 Mr. Lange for cross-examination.

8 REGULATORY LAW JUDGE WALKER: All right.
9 Office of Public Counsel?

10 MR. CLIZER: No questions. Thank you,
11 Your Honor.

12 REGULATORY LAW JUDGE WALKER: Velvet Tech
13 Services? Data Center Coalition?

14 MR. VIJAYKAR: No questions, Your Honor.

15 REGULATORY LAW JUDGE WALKER: Google, LLC?

16 MR. SCHULTE: No questions. Thank you.

17 REGULATORY LAW JUDGE WALKER: Sierra Club?

18 MS. RUBENSTEIN: No questions. Thank you.

19 REGULATORY LAW JUDGE WALKER: Renew
20 Missouri? Ameren Missouri?

21 MR. LOWERY: I have a few, Your Honor.

22 CROSS-EXAMINATION

23 BY MR. LOWERY:

24 Q Afternoon, Mr. Lange.

25 A Good afternoon.

1 Q You, I believe, run Staff's production cost
2 model in rate cases, right?

3 A I am one of the engineers that does that work.

4 Q You have a lot of experience with production
5 cost modeling in rate cases, though, is that fair to
6 say?

7 A I've been here a while. I have --

8 Q I didn't mean to date you. Am I correct that
9 Staff develops historical, locational, marginal
10 price averages, generally speaking, but usually
11 links them all to a year average of what LMPs have
12 been in the market and develops prices using those
13 market prices that it uses to run its production
14 cost model?

15 A Could you repeat the question, please?

16 Q Well, there's some -- you know, whether it's --
17 it could be the test year, it could be the trued up
18 test year, it could be a multi-year average.

19 But Staff looks at historical, locational,
20 marginal prices, in Evergy's case, it would be for
21 SPP, and comes up with market prices that are an
22 input into its production cost modeling, right?

23 A Yes.

24 Q And those are market prices for energy, right?

25 A Typically, they had, but, yes.

1 Q Okay. And, of course, it does the same thing
2 for fuel as well. It comes up with fuel prices and
3 it inputs those into production cost model, right?

4 A Yes.

5 Q And the model dispatches the utility's
6 generation using assumed fuel and variable operating
7 costs and those market energy prices for energy,
8 right?

9 A And some other inputs. But, generally, yes.

10 Q And what you're trying to do is you're trying
11 to come up with the production -- what it cost those
12 generators that are owned by that utility that are
13 in that rate case, you're trying to figure out what
14 those generators -- what it costs for them to
15 produce megawatt hours of energy, right?

16 A For that normalized load based upon the fuel
17 prices and market prices, yes.

18 Q And you or, you know, Mr. Busch's team, the
19 folks that are responsible for production cost
20 modeling, you then feed those production cost
21 modeling results, those dispatch results to the
22 auditors who then use them as one of the inputs into
23 their revenue requirement development, right?

24 A We, typically, provide the results to the
25 auditing staff as well as energy resources staff.

1 Q And what's the energy resource's staff role
2 with those? What do they do with them?

3 A I think that goes into FAC and setting the
4 base.

5 Q Okay. Okay. Do you know how the auditing
6 staff uses the results of your production cost model
7 in developing the revenue requirement?

8 A They have described what they have done, but
9 it's been so long since I have looked at that. I
10 can't recall.

11 Q Well, let me probe that just a little bit. You
12 understand, do you not, that they take your
13 production costs, you know, in Evergy's case, get
14 production cost for Hawthorne and Wolf Creek and
15 (indiscernible) and (indiscernible) and all their
16 other units.

17 They take those production costs that have been
18 developed through your modeling, and those
19 production costs become one of the -- one of the
20 inputs into the revenue department, right?

21 A That is my understanding, yes.

22 Q And the production cost, you know, you're going
23 to have costs, you know, you're going to have fuel
24 and other things to run the generating plants, but
25 you're also going to have some revenues from all

1 system sales that's offsetting some of that cost,
2 right?

3 A There will be revenues from the dispatch of the
4 units that could be inferred to be all-system sales.

5 Q Okay.

6 A Yes.

7 Q Have you ever heard of the phrase "true
8 purchase power"?

9 A I believe so.

10 Q Do you know what it is? When I use that term,
11 do you know what I mean?

12 A Not right -- right here right now, no.

13 Q Let me ask you a few questions. You were
14 around when this was happening, maybe you'll
15 remember.

16 Do you recall that there was a debate, I think
17 it was about a decade or so ago, about whether or
18 not all of the transmission costs that utilities
19 incur from the RTO associated with energy, whether
20 all of those transmission costs should be included
21 in the fuel adjustment clause or whether only some
22 subset of the transmission costs should be included
23 in the fuel adjustment clause. Do you remember
24 that?

25 A I remember some of that debate, yes.

1 Q And do you recall that the Commission decided
2 that even though utilities sell all of their
3 generation into the market, all the megawatt hours
4 they produce, and then they buy all the -- all the
5 megawatt hours their load consumes from the market.

6 And what the -- what the Commission decided was
7 they were going to look at the net of those. And to
8 the extent the utility produced megawatt hours, the
9 Commission said transmission charges associated with
10 that quantity of megawatt hours are not true
11 purchase power, and whatever that percentage is,
12 we're not going to allow in the FAC. Do you recall
13 that?

14 A Vaguely. But not a great understanding of
15 that, no.

16 Q Would you agree that the cost to generate a
17 megawatt hour of electricity for Evergy is not equal
18 to the market price of energy in a given hour except
19 by coincidence?

20 A Could you repeat the question, please?

21 Q Do agree that the cost for Evergy to generate a
22 megawatt of electric power of electricity from its
23 generators will not equal the market price of energy
24 in that same hour except by coincidence?

25 A So when you say "market price," are you

1 including the losses? I guess --

2 Q I'm including -- I'm saying the LMP. So the
3 production cost, what it cost -- what it costs
4 Evergy to generate a megawatt hour of electricity in
5 hour 23 on, you know, today --

6 A Yes.

7 Q -- September 30th or whatever --

8 A Yes.

9 Q -- that's not going to match the LMP in that
10 same hour on that day except by coincidence, is it?

11 A When you say "except by coincidence," if that
12 unit was the last one dispatched or the last one
13 dispatched to meet the load in that hour, then in
14 theory, it should be the cost of that unit.

15 Q Well, the -- so the marginal unit, it would be
16 for that hour, right?

17 A Yes.

18 Q But all its other units are not going to -- are
19 not going to match the market price, right?

20 A Each unit would have a specific price, and
21 those prices differ among the units.

22 Q Well, let me backup. I agree with you that the
23 marginal unit -- if Evergy's unit is the marginal
24 unit, it's going to get the market price for its
25 generation, right? I agree with that.

1 A Yes.

2 Q Right?

3 A Correct.

4 Q So that doesn't mean that's what it costs
5 Everyg to produce it, does it?

6 A Correct. The unit could be bid at a --
7 depending on the utility, depending on how the
8 utility hits those units, there could be a
9 difference between the bid price and the accounting
10 price of the fuel for that unit in that hour.

11 Q When you give production costs to the auditing
12 Staff for the revenue requirement, you're not giving
13 them a market price as the production cost for those
14 units, are you? You're giving it a production cost
15 based upon the various inputs, fuel, et cetera, that
16 you used to figure out what the dispatch would be,
17 right?

18 A I give them the amount of fuel burn; I give
19 them the fuel cost of that fuel burn; I give them an
20 amount of revenues associated with that fuel burn; I
21 give them an amount of expense of the load in that
22 hour for -- or when that fuel burn happened, if you
23 will, and zip it up to the year that we are looking
24 at.

25 Q Okay. Thank you, Mr. Lange.

1 MR. LOWERY: No further questions, Judge.

2 REGULATORY LAW JUDGE WALKER: Thank you,
3 Mr. Lowery. Any questions from Evergy?

4 MS. WHIPPLE: No. Thank you, Judge.

5 REGULATORY LAW JUDGE WALKER: Okay.
6 Staff, do you have any redirect?

7 MR. PRINGLE: Yes, Judge. Thank you.
8 Very brief.

9 REDIRECT EXAMINATION

10 BY MR. PRINGLE:

11 Q Good afternoon, again, Mr. Lange.

12 A Good afternoon.

13 Q So just kind of based on some of the discussion
14 you had with Mr. Lowery earlier, what role do fuel
15 prices play in the cost of energy to serve load?

16 A Fuel prices help to determine the dispatch
17 price of the given unit that you're looking at. So
18 in the case of, you know, production cost modeling,
19 you're looking at all of the units.

20 So we are looking at, you now, the heat-rate
21 curve for that unit, so the efficiency of that unit,
22 as well as the cost of fuel burned.

23 So it will -- the fuel model will come up with
24 a dispatch price for that unit and compare that to,
25 I'd say, market prices in that hour. And then based

1 on the difference there is whether or not that unit
2 gets dispatched.

3 Q And then how do market prices play in that
4 analysis?

5 A So the way Staff's production cost model is set
6 up, all of the coal plants, all of the natural gas
7 plants, they will look to a market price.

8 So there may be differences among how staff
9 models this among the different utility companies.
10 It may be such that you have a locational marginal
11 price that is solely that unit.

12 You may have an aggregate price that is, kind
13 of, the aggregate of all of the units that you're
14 comparing against.

15 But the market prices are used to dispatch
16 those units in that given hour.

17 Q And just one moment, Mr. Lange.

18 MR. PRINGLE: Nothing more from Staff,
19 Judge. Thank you very much.

20 REGULATORY LAW JUDGE WALKER: Thank you.
21 Does anyone have an objection to this witness being
22 excused? Hearing no objections, Mr. Lange, you are
23 excused.

24 THE WITNESS: Thank you.

25 MR. PRINGLE: Thank you, Judge. And I

1 think next on Staff's list is Mr. Michael Stahlman.

2 REGULATORY LAW JUDGE WALKER: Do you swear
3 to tell the whole truth and nothing but the truth so
4 help you God?

5 THE WITNESS: I do.

6 REGULATORY LAW JUDGE WALKER: You may be
7 seated.

8 MR. PRINGLE: And may I proceed, Judge?

9 REGULATORY LAW JUDGE WALKER: Please.

10 MR. PRINGLE: Thank you very much.

11 MR. MICHAEL STAHLMAN,

12 THE WITNESS HEREINBEFORE NAMED, having
13 been first duly cautioned and sworn to tell the
14 truth testified as follows, to-wit:

15 DIRECT EXAMINATION

16 BY MR. PRINGLE:

17 Q Good afternoon, Mr. Stahlman.

18 A Good afternoon.

19 Q Could you, please, state and spell your name
20 for the record.

21 A Michael L. Stahlman, M-I-C-H-A-E-L, L.,
22 S-T-A-H-L-M-A-N.

23 Q Thank you, Mr. Stahlman. And by whom are you
24 employed and on what capacity?

25 A The Missouri Public Service Commission as an

1 economist.

2 Q And are you the same Michael L. Stahlman who
3 contributed to Staff's recommendation and rebuttal
4 report, which has been premarked as Staff Exhibit
5 Number 201?

6 A Yes.

7 Q And today, are your contributions to that
8 recommendation and rebuttal reports true and correct
9 to the best of your belief and knowledge?

10 A Yes.

11 Q And do you have any additions or corrections to
12 make to your contributions to Exhibit 201 at this
13 time?

14 A No.

15 Q Thank you, Mr. Stahlman.

16 MR. PRINGLE: Again, Judge Walker, we have
17 a few more witnesses coming up who contribute to the
18 reports. So we will not be entering it on the
19 record at this time. But I do tender Mr. Stahlman
20 for cross-examination.

21 REGULATORY LAW JUDGE WALKER: Very good.
22 Office of Public Counsel?

23 MR. CLIZER: No questions. Thank you.

24 REGULATORY LAW JUDGE WALKER: Velvet Tech
25 Services, do you have cross-examination? Data

1 Center Coalition?

2 MR. VIJAYKAR: No questions, Your Honor.

3 Thank you.

4 REGULATORY LAW JUDGE WALKER: Google, LLC?

5 MR. SCHULTE: No questions. Thank you,
6 Judge.

7 REGULATORY LAW JUDGE WALKER: Sierra Club?

8 MS. RUBENSTEIN: No questions. Thank you.

9 REGULATORY LAW JUDGE WALKER: Renew
10 Missouri? Ameren Missouri?

11 MR. LOWERY: No questions. Thanks.

12 REGULATORY LAW JUDGE WALKER: Evergy?

13 MR. BAILEY: No questions. Thank you.

14 REGULATORY LAW JUDGE WALKER: Okay. We'll
15 go to Commissioner questions. Hearing no
16 Commissioner questions, any redirect?

17 MR. PRINGLE: No, Judge. Nothing asked.

18 REGULATORY LAW JUDGE WALKER: Okay. Does
19 anyone have an objection to excusing this witness?
20 Hearing none, Mr. Stahlman, thank you. You are
21 excused.

22 MS. HANSEN: Staff would next like to call
23 Ms. Brooke Mastrogiannis, and we will need to do a
24 little bit of musical chairs as well.

25 REGULATORY LAW JUDGE WALKER: Okay. Can

1 you raise your right hand, please?

2 THE WITNESS: Yes.

3 REGULATORY LAW JUDGE WALKER: You do swear
4 to tell the truth, the whole truth and nothing but
5 the truth so help you God?

6 THE WITNESS: I do.

7 REGULATORY LAW JUDGE WALKER: Thank you.
8 Staff, when you're ready.

9 BROOKE MASTROGIANNIS,

10 THE WITNESS HEREINBEFORE NAMED, having
11 been first duly cautioned and sworn to tell the
12 truth testified as follows, to-wit:

13 DIRECT EXAMINATION

14 BY MS. HANSEN:

15 Q Please, state and spell your name for the
16 record.

17 A B-R-O-O-K-E, M-A-S-T-R-O-G-I-A-N-N-I-S.

18 Q By whom are you employed and in what capacity?

19 A The Missouri Public Service Commission as a
20 utility regulatory audit supervisor.

21 Q Did you contribute to the Staff recommendation
22 in this case, which has been previously marked as
23 Exhibit 201?

24 A Yes.

25 Q At this time, do you have any corrections to

1 make to your portions of Exhibit 201?

2 A No.

3 Q If I asked you the same questions today within
4 your portions of Exhibit 201, would your answers be
5 the same or substantially similar?

6 A Yes.

7 Q Are those answers true and correct to the best
8 of your knowledge and belief?

9 A Yes.

10 Q Thank you.

11 MS. HANSEN: At this time, I tender Ms.
12 Mastrogianis for cross-examination.

13 REGULATORY LAW JUDGE WALKER: All right.
14 Office of Public Counsel.

15 MR. CLIZER: I will try and keep this
16 brief.

17 CROSS-EXAMINATION

18 BY MR. CLIZER:

19 Q Ms. Mastrogianis -- did I get even close to
20 correct?

21 A Yes.

22 Q Oh, thank God. You are familiar with the FAC
23 mechanism, correct?

24 A Correct.

25 Q All right. I just want to have a quick couple

1 of questions to set the record on what the FAC is.
2 So if the utility has a fuel adjustment clause, then
3 during a general rate case, there is -- rates are
4 set to establish the net base energy cost for the
5 utility and include it in base rates. Is that
6 correct?

7 A Yes.

8 Q And then subsequent to that, at a future period
9 during a rate adjustment for the FAC, the actual net
10 energy costs are calculated. And that represents
11 the actual fuel and purchase power costs that were
12 incurred by the utility over the period of review,
13 is that accurate?

14 A Yes.

15 Q And so the FAC represents the difference
16 between the net-based energy cost set in base rates
17 and the actual net energy cost calculated during a
18 fuel adjustment period, is that accurate?

19 A Yeah, the accumulation period.

20 Q All right, thank you.

21 Again, just to establish really quick, if a
22 utility has an FAC and the net-based energy costs
23 are set during the FAC without the inclusion of a
24 large load customer and then subsequent to rates
25 being set, a large load customer comes online, the

1 Company will incur purchase power costs to serve
2 that large load customer, correct?

3 A If there's no -- nothing -- no adjustment being
4 made after the conclusion of this case, yes, I
5 believe so.

6 Q And if they incur costs, that will increase the
7 actual net energy cost, presumably, correct?

8 A Correct.

9 Q And if the actual energy cost is higher than
10 the net-based energy determined in the rate case,
11 because of the addition of that large load customer,
12 that difference will flow through the FAC, correct?

13 A The way it currently is, yes.

14 Q And if it flows through the FAC, it will be
15 recovered from all customers, subject to the FAC,
16 correct?

17 A Correct.

18 MR. CLIZER: I have no further questions.

19 Thank you.

20 REGULATORY LAW JUDGE WALKER: Thank you.
21 We'll go through the list. Velvet Tech Services?
22 Data Center Coalition?

23 MR. VIJAYKAR: No questions, Your Honor.

24 REGULATORY LAW JUDGE WALKER: Google, LLC?

25 MR. SCHULTE: No questions, thank you.

1 REGULATORY LAW JUDGE WALKER: Sierra Club?

2 MS. RUBENSTEIN: No questions. Thank you.

3 REGULATORY LAW JUDGE WALKER: Renew

4 Missouri? Ameren Missouri?

5 MR. LOWERY: Just one or two, I think.

6 CROSS-EXAMINATION

7 BY MR. LOWERY:

8 Q Following up on Mr. Clizer's questions, won't
9 there also be additional revenue generated because
10 the base factor times the SAP -- because of the base
11 factor time the FA -- can't speak.

12 Does the base factor times SAP, those
13 additional sales, won't those additional sales from
14 that large load customer also flow the FAC?

15 A The additional sales will be included in that
16 net-based energy cost calculation.

17 Q Well, and the -- that means the large load
18 customer's also going to pay some of that, isn't
19 that right?

20 A Yes.

21 Q So not all -- not all of -- if there is an
22 increase in costs, not all of the increase in cost
23 is going to be paid for by nonLLPS customers, is it?

24 A I don't believe I said all of them would.

25 Q I'm just asking. I didn't -- I didn't say

1 whether you said it or not.

2 But isn't that correct, not all of the increase
3 that Mr. Clizer was talking about, assuming there is
4 an increase, is going to fall on the nonLLPS
5 customers, is it?

6 A I believe based -- I mean, it depends on what
7 the Commission orders in this case, but if there is
8 no adjustment in the FAC and the LLPS customer is
9 not on an optional agreement that Staff recommends,
10 then, yes, I think they would pay part of that
11 increase.

12 Q If the FAC stays the way it is, all -- they are
13 going to pay the FAC on all of their megawatt hours
14 as well, right? They come on the system, they're
15 going to also pay the FAC charge, right?

16 A They will pay some of the FAC charge.

17 Q Right. And so if there's an increase -- if
18 there is an increase, they'll pay some of that
19 increase, isn't that right?

20 A I believe you just asked me that.

21 Q Well, I'm just confirming, just looping back.
22 They will pay part of that increase in those costs
23 flowing through the FAC by paying charges under the
24 FAC, right?

25 A Yes.

1 Q Thank you.

2 MR. LOWERY: No further questions.

3 REGULATORY LAW JUDGE WALKER: Thank you.

4 Everygy?

5 MS. WHIPPLE: No questions, thank you.

6 REGULATORY LAW JUDGE WALKER: All right.

7 Commissioner questions? Okay, hearing none,

8 redirect?

9 MS. HANSEN: No redirect from Staff.

10 REGULATORY LAW JUDGE WALKER: Does anyone

11 have an objection to this witness being excused?

12 Hearing none, Ms. Mastrogiannis, you are excused.

13 MS. HANSEN: Staff would like to call

14 Mr. Jordan Hull.

15 REGULATORY LAW JUDGE WALKER: Will you

16 raise your right hand. Do you swear to tell the

17 truth, the whole truth and nothing but the truth so

18 help you God?

19 THE WITNESS: I do.

20 REGULATORY LAW JUDGE WALKER: Thank you.

21 Direct examination?

22 MS. HANSEN: Thank you, Judge.

23 JORDAN HULL,

24 THE WITNESS HEREINBEFORE NAMED, having

25 been first duly cautioned and sworn to tell the

1 truth testified as follows, to-wit:

2 DIRECT EXAMINATION

3 BY MS. HANSEN:

4 Q Good afternoon, Mr. Hull.

5 A Good afternoon.

6 Q Could you, please, state and spell your name
7 for the record please.

8 A Jordan Hull, J-O-R-D-A-N, last name Hull,
9 H-U-L-L.

10 Q By whom are you employed and in what capacity?

11 A Missouri Public Service Commission, and I am
12 the associate engineer for energy resources.

13 Q Are you the same Jordan Hull who contributed to
14 the Staff recommendation rebuttal report in this
15 case marked as Staff Exhibit 201, both public and
16 confident versions?

17 A Yes.

18 Q Do you have any changes or corrections to your
19 portion of the Staff recommendation rebuttal report
20 in this case?

21 A I do not.

22 Q If I asked you about the topic or topics in
23 your portion, would your answers or information be
24 the same or substantially similar to that contained
25 in your portion of the Staff recommendation?

1 A Yes.

2 Q That information in your portion is true and
3 accurate to your knowledge and belief?

4 A Yes.

5 MS. HANSEN: Judge, we'll offer the Staff
6 recommendation with our last witness. At this time,
7 I tender the witness for cross-examination.

8 REGULATORY LAW JUDGE WALKER: Thank you.
9 The Office of Public Counsel, do you have
10 cross-examination questions?

11 MR. CLIZER: No, Your Honor. Thank you.

12 REGULATORY LAW JUDGE WALKER: Velvet Tech
13 Services? Data Center Coalition?

14 MR. VIJAYKAR: No, Your Honor, we do not.
15 Thank you.

16 REGULATORY LAW JUDGE WALKER: Google, LLC?

17 MR. SCHULTE: No questions. Thank you.

18 REGULATORY LAW JUDGE WALKER: Sierra Club?

19 MS. RUBENSTEIN: No questions. Thank you.

20 REGULATORY LAW JUDGE WALKER: Renew
21 Missouri? Ameren Missouri?

22 MR. LOWERY: No questions, thank you.

23 REGULATORY LAW JUDGE WALKER: Evergy?

24 MR. BAILEY: No questions, Your Honor.

25 Thank you.

1 REGULATORY LAW JUDGE WALKER: Okay. We
2 will go to Commission questions. Hearing no
3 Commission questions, any redirect?

4 MS. HANSEN: No, thank you, Judge.

5 REGULATORY LAW JUDGE WALKER: Does anyone
6 have an objection to this witness being excused?
7 Mr. Hull, you may be excused. Thank you.

8 THE WITNESS: Thank you.

9 REGULATORY LAW JUDGE WALKER: I don't have
10 any more of these sheets. Staff, would you like to
11 call your next witness?

12 MS. HANSEN: Thank you, Judge. Staff
13 calls Brad Fortson.

14 REGULATORY LAW JUDGE WALKER: Raise your
15 right hand. Do you swear to tell the truth, the
16 whole truth and nothing but the truth so help you
17 God?

18 THE WITNESS: I do.

19 REGULATORY LAW JUDGE WALKER: Thank you.
20 Direct examination by Staff.

21 MS. HANSEN: Thank you, Judge.

22 BRADLEY FORTSON,

23 THE WITNESS HEREINBEFORE NAMED, having
24 been first duly cautioned and sworn to tell the
25 truth testified as follows, to-wit:

DIRECT EXAMINATION

BY MS. HANSEN:

Q Good afternoon, Mr. Fortson.

A Good afternoon.

Q Could you, please, state and spell your name for the record, please.

A Sure. Brad, B-R-A-D, Fortson, F-O-R-T-S-O-N.

Q By whom are you employed and in what capacity?

A I'm employed by the Missouri Public Service Commission as the manager of the energy resources department.

Q Are you the same Brad Fortson who contributed to the Staff recommendation rebuttal report in this case marked as Staff Exhibit Number 201 both public and confidential versions?

A I am.

Q Are you the same Brad Fortson who filed surrebuttal testimony in this case marked as Staff Exhibit Number 202?

A I am.

Q Do you have any changes or corrections to your portion of the staff recommendation or your surrebuttal testimony in this case?

A I do not.

Q If I asked you about the topics in your portion

1 and the same questions in your surrebuttal
2 testimony, would your answers or information be the
3 same or substantially similar to that contained in
4 your portion of the Staff recommendation and in your
5 surrebuttal testimony?

6 A They would.

7 Q The information in your portion and your
8 surrebuttal is true and accurate to your knowledge
9 and belief?

10 A It is.

11 MS. HANSEN: Judge, I'd like to offer
12 Staff Exhibit Number 202, which is the surrebuttal
13 testimony of Brad Fortson. And, again, we'll hold
14 on the Staff recommendation with our last witness.

15 REGULATORY LAW JUDGE WALKER: Are there
16 any objections to Exhibit 202, the surrebuttal
17 testimony, Staff testimony, of Brad Fortson?
18 Hearing none, the testimony will be Exhibit 202 and
19 will be admitted.

20 [Exhibit 202 admitted.]

21 MS. HANSEN: Thank you, Judge. I tender
22 this witness for cross.

23 REGULATORY LAW JUDGE WALKER: Office of
24 Public Counsel, do you have cross examination
25 questions?

1 MR. CLIZER: No questions. Thank you,
2 Your Honor.

3 REGULATORY LAW JUDGE WALKER: All right.
4 Let's go through the list. Velvet Tech Services?
5 Data Center Coalition?

6 MR. VIJAYKAR: No questions, Your Honor.

7 REGULATORY LAW JUDGE WALKER: Google, LLC?

8 MR. SCHULTE: No questions.

9 REGULATORY LAW JUDGE WALKER: Sierra Club?

10 MS. RUBENSTEIN: No questions. Thank you.

11 REGULATORY LAW JUDGE WALKER: Renew
12 Missouri? Ameren Missouri?

13 MR. LOWERY: No questions, thank you.

14 REGULATORY LAW JUDGE WALKER: Evergy?

15 MR. BAILEY: No questions. Thank you.

16 REGULATORY LAW JUDGE WALKER: Hearing no
17 cross-examination questions, do we have questions by
18 the Commissioners? Hearing no questions, any
19 redirect?

20 MS. HANSEN: No, thank you, Judge.

21 REGULATORY LAW JUDGE WALKER: Okay. Does
22 any one have an objection to excusing this witness?

23 Mr. Fortson, you are excused. I think
24 this is a good stopping place for the day.

25 We'll start again tomorrow at 9:00. Thank

1 you all for coming and for your patience, and I look
2 forward to seeing you tomorrow.

3 [Adjourned at 4:49 p.m.]
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C E R T I F I C A T E

I, Jodi T. Wade, a certified court reporter of Arkansas do hereby certify that the foregoing is a transcript of proceedings which occurred at the time and place herein designated, consisting of 318 pages which was recorded by a court-approved electronic sound recording means and then transcribed via a computer personally by me or under my supervision, and this transcript is a true, correct and complete transcript of said proceedings as reflected herein to the best of my ability after listening and transcribing said sound recording.

Signed this 1th day of October, 2025.



/S/ Jodi T. Wade

Jodi T. Wade, CCR
Official Court Reporter
U.S. District Courts
Western District of Arkansas

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