

Exhibit No. 210

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Staff – Exhibit 210
Memorandum in Response to Non Unanimous Stipulation and Agreement
File No. EO-2025-0154

Memorandum in Response to Non-Unanimous Stipulation and Agreement

Paragraphs 2, 10, 11, 12, 13, 14,¹ 15, 16, 20 - 34 and Exhibit A, of the *Non-Unanimous Agreement* generally implement the terms, rate structure, and rate designs proposed by EMM and EMW in its direct testimony in this matter. Staff opposes them for the reasons set out in its Rebuttal Report, prefiled testimonies, and the Staff Position Statement, which is incorporated here-in by reference. The rates set out in Exhibit A are those initially proposed by Evergy, except that the System Support Rider Acceleration Component is reduced and transferred to the direct-proposed demand charges at the value of \$7.074/kW for EMW, and \$7.038/kW for EMM.² In short, the stipulated resolution create unreasonable barriers to entry to new customers to the benefit of the customers who have signed on to the agreement, are not reasonably structured or designed to ensure that customers taking service under the rates pay bills that reasonably ensure that they reflect the customers' representative share of the costs incurred to serve them, do not prevent other customer classes from bearing the cost of serving LLPS customers, and unlawfully evade Commission review through use of unjustly and unduly discriminatory contracts, and unreasonable riders.

Additional issues raised by more specific provisions within the *Non-Unanimous Agreement* are addressed separately below. With regard to Paragraphs 2, 10, 11, 12, 13, 14, 15, 16, 20 - 34 and Exhibit A, of the *Non-Unanimous Agreement*, Staff objects because these provisions:

- (1) Use regulated rate making to create a barrier to entry for customers with seasonal demand variations, which would include many agricultural, refining, metallurgical or manufacturing hyper-scale customers,³
- (2) Use regulated rate making to create a barrier to entry for customers with seasonal or diurnal energy requirement variations, which would include many agricultural, refining, metallurgical or manufacturing hyper-scale customers,⁴
- (3) Does not comply with the requirement of Section 393.130.7 RSMo. that LLPS revenues make their way to prevent other customer classes from bearing the cost of serving LLPS customers. To the extent that LLPS revenue is retained

¹ Additional concerns with the detailed terms of Paragraph 14 are discussed below.

² The values used for the SSR Acceleration Component in the workpapers of Brad Lutz were \$9.64 per kW for EMW and \$9.59 per kW for EMM. This change in pricing further undermines the reliability of the customer impact testimony provided by Mr. Lutz, which was rebutted by Staff at pages 116 - 128 of the Staff Recommendation Report.

³ In place of a set minimum demand level to be billed at the tariff demand rate, Staff has recommended a more customer-friendly approach which better aligns revenue recovery with cost causation, encourages accurate demand forecasts to facilitate system planning, and is not punitive. See Staff Recommendation Report, pages 28 - 29, Sarah Lange Surrebuttal, Schedule SLKL-1.

⁴ Staff initially recommended time-based energy charges, for reasons including that time-based energy charges most clearly correlate revenue responsibility to cost causation, and that time-based energy charges encourage (but do not require) customers with variable loads to shift energy consumption to periods when energy costs are low, and away from periods when energy costs are high. In Surrebuttal, Staff refined this approach to include an option for LLPS customers to simply pay the SPP bill for the energy to serve them. In contrast, Evergy relies on flat energy rates of 2.881 cents per kWh for EMW and 2.988 cents per kWh for EMM. Evergy's proposed rates will not adequately cover the cost of the wholesale energy purchases that will be required to serve LLPS customers, and which will be socialized to all customers through the operation of the EMM and EMW FACs. See Pages 49-50, Staff Recommendation Report, Sarah Lange Surrebuttal, pages 23 - 26; Schedule SLKL-1, at section "Optional Agreement for Payment of Actual RTO Charges."

1 between rate cases as utility profits, it does not prevent other customer classes
2 from bearing the cost of serving LLPS customers. The failure of the *Non-*
3 *Unanimous Agreement*, to include provisions requiring the deferral of revenues
4 or other appropriate treatment means that revenue from LLPS customers cannot
5 offset the fixed cost of service of EMM or EMW unless and until the utility
6 chooses to come in for a rate case to allow those revenues to be recognized.
7 However, the cost of service of new power plants built to enable service to these
8 customers, will be included in rates paid by all customers unless otherwise
9 ordered by this Commission in relevant cases. Further, the ordinary operation
10 of the EMM and EMW Fuel Adjustment Clauses (FAC) will result in increases
11 to the bills of all customers for recovery of the wholesale energy expense caused
12 by changes in the net purchases and sales of EMM and EMW in the Southwest
13 Power Pool (SPP) integrated energy market for energy to serve LLPS
14 customers. The net result of this is that EMM and EMW will be paid for the
15 energy used by LLPS customers twice – once by the LLPS customer at the
16 energy rate set out in Exhibit A to the *Non-Unanimous Agreement*, and again
17 by all customers through the FAC. The FAC payments will be direct harm to
18 non-LLPS customers, and the failure of the timely recognitions of LLPS
19 customer revenue against the cost of service of EMM and EMW will not allow
20 revenues paid by LLPS customers prior to a rate case to buffer against increases
21 to cost of service realized in future rate cases.⁵

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

31 32 **Paragraph 5, Applicability**

33 This provision states the intent to unreasonably include LLPS customers in the
34 existing LPS class, which contravenes the required costs studies necessary to review
35 compliance with the requirements of Section 393.130.7, RSMo.⁶ This newly-enacted

⁵ It is important to distinguish the rates paid and the contributions to overall cost of service under this Non-Unanimous Agreement from those agreed-to by the Every Kansas utilities in at least the following respects, (1) the Retail Energy Cost Adjustment ("RECA"), in use in Kansas include the total energy pricing, not the differential from the amount of energy expenses included in base rates as in the Missouri FACs. As such, rate comparisons are not directly applicable, and (2) the Kansas agreement apparently results in direct contributions of LLPS customers to lower the otherwise-applicable bills of non-LLPS customers under the following riders: the Energy Efficiency Rider ("EER"), the Property Tax Surcharge ("PTS"), the Tax Adjustment ("TA"), the Transmission Delivery Charge ("TDC"), the Cost Stabilization Rider ("CSR"), and a new CWIP rider.

⁶ Paragraph 5 in combination with Paragraph 7 also creates the situation that one entity can become two separate customers with a shared meter and no possible way for any party to verify that the appropriate rates and tariff provisions are applied to any one customer. Per paragraph 5, an existing customer that expands their current facilities by an expected 75 MW or more will be a separate customer on Schedule LLPS rates. Paragraph 7 states

1 statute requires that LLPS rates be set to “reasonably ensure such customers’ rates will
2 reflect the customers’ representative share of the costs incurred to serve the customers and
3 prevent other customer classes’ rates from reflecting any unjust or unreasonable costs
4 arising from service to such customers.” If revenues from LLPS customers and usage
5 characteristics of LLPS customers are not distinguished from those of LPS customers in
6 the books and records of EMM and EMW, the required studies will be more difficult, and
7 potentially impossible, to conduct.

8 LLPS customers are readily distinguishable from LPS customers, either at the 75
9 MW threshold set in the stipulation, or at the 25 MW threshold recommended by Staff.
10 Current LPS minimum demands at 500 kW at EMW and roughly 1,000 kW at EMM are,
11 respectively 20 and 40 times higher than the minimum demands billed at 25 kW for
12 demand-metered SGS customers at each utility. A 100 MW LLPS customer is a 100,000
13 kW customer. A 100,000 kW customer is 75 times the minimum LPS demand at EMM,
14 and 150 times the minimum LPS demand at EMW.⁷ For CCOS purposes, including a 500
15 MW customer served on the LLPS terms with the standard LPS class at either utility would
16 distort and complicate the study process.

17 **Paragraphs 6 & 7, Service Voltage & Metering, Paragraph 42, concerning modifications**
18 **to Schedule LPS, and Paragraph 45, concerning modifications to Rules and Regulations,**

19 This provision in paragraphs 6 & 7 appears to state that LLPS customers will not bear
20 financial responsibility for infrastructure operated at transmission voltage levels. Staff
21 recommends the interconnection and related tariff modifications identified in the Staff
22 Recommendation Report at pages 110-111, and Appendix 2-Schedule 10. This treatment
23 is necessary to avoid a result of all ratepayers of EMM and EMW bearing financial
24 responsibility for the construction, capital costs, operation and maintenance expenses,
25 property taxes, insurance, and all other cost of service associated with hundreds of millions
26 of dollars of transmission assets that directly serve LLPS customers and only LLPS
27 customers, and additional assets that would not have been necessary (or necessary at the
28 constructed size), but-for LLPS customers.

29 **Paragraph 8, Service Agreement Requirement, and Paragraph 35, Annual Reports**

30 Paragraph 8 of the *Non-Unanimous Agreement*, together with Paragraphs 19 and 2,
31 enables EMM or EMW to vary the determinants which are subject to the rates set out in
32 Exhibit A to the *Non-Unanimous Agreement*. This results in EMM and EMW creating
33 terms and rates outside of a duly-promulgated tariff and Commission oversight. While
34 Staff supports use of a Service Agreement to memorialize appropriate details related to
35 customer service, a Service Agreement cannot contravene applicable Missouri law,
36 including the requirements that “All charges made or demanded by any such... ..electrical
37 corporation... ..for... .. electricity... ..or any service rendered or to be rendered shall
38 be just and reasonable and not more than allowed by law or by order or decision of the
39 commission. Every unjust or unreasonable charge made or demanded for...

that Evergy may determine that it’s impractical to monitor the expanded load on a separate meter, the original load will be determined as a function of Evergy’s choosing.

⁷ The minimum demands for common EMW rate schedules are SGS customers at 25 kW (Sheet 147.5), LGS at 150 kW, (Sheet 148.3), and LPS customers 500 kW (Sheet 149.5). For EMM, SGS customers have a minimum facilities demand of 25kW (sheet 9A), and the minimum demands for other rate schedules include 25 Secondary /26 Primary kW for MGS (Sheet 10D), 200 Secondary / 204 Primary kW for LGS (Sheet 11D), and 980-1,116 kW, depending on service voltage, for LPS (Sheet 14D).

1 ...electricity... such service, or in connection therewith, or in excess of that allowed by
2 law or by order or decision of the commission is prohibited,”⁸ “No... electrical
3 corporation... shall directly or indirectly by any special rate, rebate, drawback or other
4 device or method, charge, demand, collect or receive from any person or corporation a
5 greater or less compensation for... electricity... or for any service rendered or to be
6 rendered or in connection therewith, except as authorized in this chapter, than it charges,
7 demands, collects or receives from any other person or corporation for doing a like and
8 contemporaneous service with respect thereto under the same or substantially similar
9 circumstances or conditions,”⁹ “No... electrical corporation... shall make or grant
10 any undue or unreasonable preference or advantage to any person, corporation or locality,
11 or to any particular description of service in any respect whatsoever, or subject any
12 particular person, corporation or locality or any particular description of service to any
13 undue or unreasonable prejudice or disadvantage in any respect whatsoever,”¹⁰ and, “Each
14 electrical corporation providing electric service to more than two hundred fifty thousand
15 customers shall develop and submit to the commission schedules to include in the electrical
16 corporation's service tariff applicable to customers who are reasonably projected to have
17 above an annual peak demand of one hundred megawatts or more. The schedules should
18 reasonably ensure such customers' rates will reflect the customers' representative share of
19 the costs incurred to serve the customers and prevent other customer classes' rates from
20 reflecting any unjust or unreasonable costs arising from service to such customers. Each
21 electrical corporation providing electric service to two hundred fifty thousand or fewer
22 customers as of January 1, 2025, shall develop and submit to the commission such
23 schedules applicable to customers who are reasonably projected to have above an annual
24 peak demand of fifty megawatts or more. The commission may order electrical
25 corporations to submit similar tariffs to reasonably ensure that the rates of customers who
26 are reasonably projected to have annual peak demands below the above-referenced levels
27 will reflect the customers' representative share of the costs incurred to serve the customers
28 and prevent other customer classes' rates from reflecting any unjust or unreasonable costs
29 arising from service to such customers.”¹¹

30 The Commission cannot lawfully defer rate setting for LLPS customers to untariffed
31 agreement between the utility and a given customer, no matter the customer's size. The
32 terms of the *Non-Unanimous Agreement* are consistent with the filed position of Evergy,
33 which calls for an unlawful result of the utility setting discriminatory terms and rates for
34 LLPS customers within these untariffed Service Agreements, reproduced below:

35 A “form” customer service agreement would unduly restrict Evergy's
36 reasonable discretion in servicing the unique and complex needs of LLPS
37 customers, which “needs are often highly individualized and not amenable to a
38 one-size-fits-all approach.” See K. Gunn Surrebuttal at 8-9; B. Lutz Direct at 62-
39 66; Section 393.130.7. For example, “the elements included on a given
40 customer's bill will inherently vary from customer to customer” and “the pricing
41 within these elements is also unique from customer to customer,” so it is not

⁸ 393.130.1

⁹ 393.130.2

¹⁰ 393.130.3

¹¹ 393.130.7.

1 reasonable to subject the LLPS customer to a form service agreement. See B.
2 Lutz Direct at 62-66.¹²

3 Paragraph 8 of the *Non-Unanimous Agreement* implicitly, through paragraph 2 of
4 the *Non-Unanimous Agreement* adopts the Evergy position that the Commission will not
5 have an opportunity to review, approve, or reject Service Agreements with LLPS
6 customers, or the pricing contained there-in, prior to a rate case in which the cost of service
7 and revenue to a specific LLPS customer is at issue.¹³ The only possible manner in which
8 customer-specific terms and pricing could be lawful under Missouri law would be if such
9 terms and pricing were promulgated in the tariff of EMM or EMW and subject to
10 Commission review and approval at the time of promulgation. However the *Non-*
11 *Unanimous Agreement* is not consistent with that approach. Instead, setting aside the
12 illegality of untariffed, discriminatory pricing for similarly-situated customers, the
13 Commission will in the future be required to use revenue imputations and contract
14 reformation in general rate cases to ensure that future pricing and terms to LLPS
15 customers are just, reasonable, not unduly discriminatory, and in compliance with the
16 statutory requirements of 393.130.7 concerning harm to non-LLPS customers.

17 Paragraph 8 of the *Non-Unanimous Agreement* implicitly, through paragraph 2 of
18 the *Non-Unanimous Agreement* adopts the Evergy position that EMM and EMW will not
19 disclose information concerning prospective customers to the Commission,¹⁴ which will
20 be necessary in, among other things, prudent resource planning decisions and review of
21 resource plans, impeding the Commission's execution of its new statutory requirements
22 under 393.1900, concerning resource planning.

23 The terms of Paragraph 35 to provide limited non-specific information ostensibly
24 concerning active customers does not cure these deficiencies. Further, the terms of
25 Paragraph 35 appear to provide for reporting that is less than required by 20 CSR 4240-
26 3.190(3)(A)6.

27 **Paragraph 14, Initial Pricing**

28 Staff objects to the subparts of this paragraph in that they set out a complex,
29 unworkable, and unreasonable approach to an ambiguous number of future rate cases.

30 The calculation in 14.i. appears straightforward, but is complicated by the application
31 of minimum demand, minimum bill, Cost Stabilization Rider revenues, and rider terms and
32 changes to billing determinants and bill amounts. It appears this comparison would include
33 revenues under the LLPS rate elements "grid," and "demand," under the EMW LPS rate
34 elements "Facilities Charge," "Base Billing Demand," and "Seasonal Billing Demand," and
35 the EMM LPS rate elements "Facilities Charge," and six separate EMM LPS demand
36 charges.¹⁵ Even if the calculation of the differential were straightforward, the resulting

¹² Position Statement of EMM and EMW, page 7.

¹³ Position Statement of EMM and EMW, page 8.

¹⁴ Position Statement of EMM and EMW, page 7.

¹⁵ The EMM LPS demand rates are a complex blocked design, based on 30 minute demand, with the following rates per block for service at transmission voltage, set out on sheet 14B:

differences are wide-ranging and arbitrary valuation for EMW cost studies of approximately \$3.952/kW for summer months and \$8.242/kW for non-summer months; and for EMM cost studies approximately \$13.85 per kW for summer months and \$13.74 per kW for non-summer months. This arbitrary approach, applied to a 500 MW customer with consistent demand and no rider treatment in the Service Agreement would result in the following unreasonable, arbitrary, and unjustified amounts to be allocated among other classes in the specified Class Cost of Service Study:

	Demand	Summer Amount	Non-Summer Amount	Total
EMM customer	500 MW	27,706,000	54,984,000	82,690,000
EMW Customer	500 MW	7,904,000	32,968,000	40,872,000

To the extent that the provisions of paragraph 14 of the *Non-Unanimous Agreement*, through subparts 14.i, 14.ii, or 14.iii, seeks or is intended to prohibit or limit the ability of Staff, any other non-signatory, or the Commission from modification of the stipulated LLPS rate structure, rate design, terms, or any other aspect of the treatment of LLPS customers, Staff objects.

Paragraph 15, Interim Capacity Adjustment

Paragraph 15 of the *Non-Unanimous Agreement* purports to provide authority for Every to set out rates and terms of service outside of its lawfully promulgated tariff, which is unlawful, unjust, unreasonable, and not duly discriminatory, in contravention of Section 393.130, RSMo. Staff does not object to the charging of a rate for interim capacity if appropriately promulgated in a tariff, as essentially as recommended in Staff's specimen tariff as the "Capacity Cost Sufficiency Rider."¹⁶

Paragraphs 17 & 18, Cost Stabilization Rider

Paragraphs 17 & 18 of the *Non-Unanimous Agreement*, together with Paragraph 2, would require new LLPS load to be provided with a substantial discount on its bill, which would then be offset by the Cost Stabilization Rider in EMM and EMW revenues, AND

DEMAND CHARGE: Per kW of Billing Demand per month

	Summer Season	Winter Season
First 2553 kW	\$ 14.690	\$9.983
Next 2553 kW	\$ 11.748	\$7.791
Next 2553 kW	\$ 9.839	\$6.875
All kW over 7659 kW	\$ 7.185	\$5.292

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

DEMAND CHARGE:

	Summer Season	Winter Season
Per kW of Demand	\$12.746	\$6.637
Base Billing Demand	\$12.746	\$6.637
Seasonal Billing Demand	\$12.746	\$6.637

¹⁶ See Staff Recommendation Report pages 58-59, and Sarah Lange Surrebuttal, Schedule SLKL-1, "In the event that [EMM/EMW] does not have sufficient capacity to reliably serve a requesting LLPS customer and its other load in a given season of a given year of the anticipated Service term, [EMM/EMW] may obtain contractual capacity to reliably serve the requesting customer. [EMM/EMW] shall file an ET case and tariff with no less than 45 days effective date, and shall file testimony explaining the potential LLPS customer, that customer's energy and capacity needs, and the capacity arrangements applicable to reliably serving that customer. [EMM/EMW] may seek a protective order for portions of the testimony as appropriate, but any Capacity Cost Sufficiency Rider Rate to be charged to any LLPS customer must be contained in a published tariff. The Capacity Cost Sufficiency Rider tariff shall contain terms related to treatment of revenues generated by the rider to prevent other customer classes' rates from reflecting any unjust or unreasonable costs arising from service to such customers."

1 would be double-recovered by EMM and EMW following a rate case through a gross-up
2 of the bills of other customers to recoup the value of the discount. This double-recovery
3 would persist after the application of the discount expires until the next rate case because
4 other customers would continue to provide revenues to EMM and EMW to cover the value
5 of the discount even after the LLPS customer ceases to receive the discount (and ceases to
6 pay the Cost Stabilization Rider). The better approach is to exclude the availability of
7 discounts to LLPS customers, consistent with the exclusion of those discounts under the
8 MKT and SIL effective tariffs of EMW.¹⁷

9 **Paragraph 19.i., Optional Riders, Customer Capacity Rider,**

10 The Customer Capacity Rider would allow Evergy to enter into agreements of their
11 choice, with customers of their choice, on terms of their choice, and for the results of those
12 agreements to modify the otherwise applicable bills of their largest customers. It is unclear
13 what oversight the Commission may possibly exercise over these transactions and over the
14 revenue requirement impact of these transactions.¹⁸ Staff is concerned that contracts from the
15 Customer Capacity Rider may not take resource planning into account.¹⁹ Staff notes that
16 nothing prohibits EMM or EMW from entering into agreements with an LLPS customer to
17 purchase energy or capacity from that customer.²⁰

18 **Paragraph 19.ii., Demand Response Generation Rider,**

19 Staff's recommendation for rejection of this rider at this time is primarily based on not
20 knowing the customers, the participation levels, and curtailment capabilities. Further, the
21 proposed DRLR tariff has the following three issues: (1) Lack of a non-performance penalty,
22 which undermines the reliability of demand reductions, (2) Inclusion of an "Earnings
23 Opportunity Fee", a compensation mechanism that Staff finds inappropriate outside of an
24 authorized and statutorily-compliant framework such as the Missouri Energy Efficiency
25 Investment Act (MEEIA), and (3) Affordability, where administrative and incentives costs
26 will be borne by all ratepayers.²¹

27 While Staff opposes the current DRLR proposal, it recognizes the potential value of a
28 properly designed demand curtailment program. Such a program could help mitigate the
29 incremental capacity and wholesale energy cost impacts associated with LLPS customers.
30 Staff encourages Evergy to continue engaging with potential LLPS participants to develop a
31 revised and reasonable demand response program that could be brought forward in a future
32 tariff filing.²²

¹⁷ The current SIL tariff, P.S.C. Mo. No. 1 Original Sheet No. 157, states "Service under this tariff may not be combined with service under an Economic Development Rider, an Economic Redevelopment Rider, the Renewable Energy Rider, Community Solar program, service as a Special Contract, or be eligible for participation in programs offered pursuant to the Missouri Energy Efficiency Investment Act, or for participation in programs related to demand response or off-peak discounts, unless otherwise ordered by the Commission when approving a contract for service under this tariff." The current MKT tariff, P.S.C. Mo. No. 1 Original Sheet No. 158, states "Service under this tariff may not be combined with service under an Economic Development Rider, an Economic Redevelopment Rider, the Renewable Energy Rider, the Solar Subscription Rider, service as a Special Contract, or be eligible for participation in programs offered pursuant to the Missouri Energy Efficiency Investment Act, or for participation in programs related to demand response or off-peak discounts, unless otherwise ordered by the Commission when approving a contract for service under this tariff."

¹⁸ Lines 1-5 of Page 100 of Staff's Rebuttal Report.

¹⁹ Lines 25 and 26 of Page 100 of Staff's Rebuttal Report.

²⁰ Lines 17-18 of Page 99 of Staff's Rebuttal Report.

²¹ Staff Recommendation, page 94, line 8, to page 97, line 13.

²² Staff Recommendation, page 94, lines 9-22.

1 **Paragraphs 36 and 37, LLPS Rate Plan Clean Energy Choice Rider**

2 Paragraph 37 of the *Non-Unanimous Agreement* authorizes a new tariff program with
3 untariffed rates, terms, and collateral requirements. Staff objects to this unlawful, unjust, and
4 unduly discriminatory tariff framework. However, Schedule CER would cause EMM and
5 EMW to consider customer requests and cost allocation in its current IRP modeling.²³ Further,
6 A new rider allowing a large customer or customers to influence the IRP process, an IRP process
7 likely drastically changing with over eleven pages of new legislation and likely several more
8 pages of yet-to-be approved Commission Rule language expanding on the new legislation, is
9 of great concern to Staff.²⁴ Also, with only one large load customer currently included in
10 EMM's and EMW's 2025 Annual Updates, that would receive service under the Schedule
11 LLPS rate no sooner than the first quarter of 2026, and the new legislation requiring an
12 integrated resource planning proceeding commencing by August 28, 2027, Staff is of the
13 position that a new rider such as Schedule CER not be approved at this time. The Commission
14 should allow for the new IRP process to be developed and understood prior to considering a
15 rider that allows for customers to influence prudent resource planning.²⁵ The cost differential
16 agreed to be paid by the sponsoring customer(s) should not be paid by "non-sponsoring
17 customers" in any scenario. Even though Evergy frames resources added as a result of a Clean
18 Energy Choice Preferred Plan to be considered a Company resource for the service of all
19 customers, those resources would be added as a direct request by a sponsoring customer to meet
20 its renewable energy goals.²⁶ Using upfront payments from LLPS customers based on the
21 NPVRR difference of alternative resource plans will not fairly compensate captive ratepayers
22 for the long-terms change in resource plan.²⁷

23 Staff does not object to reasonable capacity or energy contracts to be entered into by
24 EMM or EMW which do not vary the billing determinants applicable to rendering LLPS bills,
25 and which are subject to appropriate prudence review.²⁸

26 **Paragraphs 36 and 38, LLPS Rate Plan Renewable Energy Program Rider**

27 The RENEW Rider should not be approved at this time due to current North American
28 Registry REC retirement limitations and other concerns including the need for improvement
29 of the tariff language.²⁹

30 **Paragraphs 36 and 39, LLPS Rate Plan Green Solution Connections Program**

31 The Rider GSR tariff as filed in this case should be rejected until such time that the
32 program tariff has been finalized and approved in EA-2024-0292 in order to ensure
33 consistency for the Green Solution Connections Program.³⁰

34 **Paragraphs 36 and 39, LLPS Rate Plan Alternative Energy Credit Rider**

35 The AEC Rider should be rejected at this time due to uncertainty regarding AEC
36 tracking, retirement, and reporting.³¹

37 **Paragraph 43, concerning modifications to Rider FAC**

²³ Staff Recommendation, page 80, lines 4 – 6.

²⁴ Staff Recommendation, page 80, lines 13 – 17.

²⁵ Staff Recommendation, page 82, lines 2 – 8.

²⁶ Staff Recommendation, page 85, lines 1 – 7.

²⁷ Sarah Lange Surrebuttal, page 34.

²⁸ Sarah Lange Surrebuttal, page 24.

²⁹ Staff Recommendation, page 105, line 27 – page 106, line 3.

³⁰ Staff Recommendation, page 107, lines 19-21.

³¹ Staff Recommendation, page 109, lines 17-19.

1 Staff objects to this provision because while significant changes to the FAC of EMM
2 and EMW are necessary with respect to LLPS customers, it is unlawful to make such changes
3 outside of a general rate case. Additional objections related to FAC treatment are described
4 below.

5 **Paragraph 43, concerning modifications to Rider SIL**

6 Staff objects to this provision to the extent it is intended to freeze the rates and terms
7 of Schedule SIL. If the intent is to freeze the availability of Schedule SIL to new customers,
8 Staff does not object to the freezing of availability, but does not agree with the remainder of
9 the stipulated term.

10 **Paragraph 46, concerning the Path to Power load interconnection process**

11 Staff objects to this provision because Staff's recommended modifications are not
12 included. Specifically, the proposed tariffs should be modified to:

- 13 • Include expected duration for each phase.
- 14 • Include deliverables from Evergy to customer for each applicable phase, such as
15 indicative cost estimates.
- 16 • Include the title of all required agreements.
- 17 • Remove reference to Company's "sole discretion" regarding deposit applicability and
18 managing projects in the queue.
- 19 • Prohibit Evergy from being the entity providing certification to its potential large load
20 customers that the absence of a deposit and expedited timing are critical to the state
21 winning the project.
- 22 • Modify language regarding the website and require Evergy to maintain on its website
23 a list of accredited state or regional economic development organizations who may
24 certify the criticality of timing and deposit waiver for a specific customer project.

25 **Additional Objections**

26 Staff objects further objects in that the *Non-Unanimous Agreement*, fails to require:

- 27 1. Use of a separate commercial pricing node in the integrated market place for each
28 LLPS customer, or in the alternative, sufficient record keeping as consistent with the
29 recommendations attached to Staff's Recommendation Report as Appendix 2 –
30 Schedule 2 – Alternative to Separate Pricing Node.
- 31 2. Removal of LLPS customer energy expense and kWh from the FACs of EMM and
32 EMW, preferably to be facilitated through use of a separate commercial pricing node
33 for each LLPS customer, or in the alternative, through proration of wholesale energy
34 expense associated with that customer as calculated using the customers' metered
35 energy usage, the load LMP(s), and any deviations from the forecasted load for the
36 customer, consistent with the recommendations attached to Staff's Recommendation
37 Report as Appendix 2 – Schedule 2 – Alternative to Separate Pricing Node.
 - 38 a. In the alternative, adjustments referenced as the Reverse N Factor, and the N
39 Factor should be established in the next general rate case of each utility.³²

³² Staff Recommendation Report, pages 64-66.

- 1 3. Modification of the Emergency Energy Conservation Plan tariff sheets to indicate that
2 customers taking service under Schedule LLPS may be interrupted during grid
3 emergencies under the same circumstances as any other customer.³³
- 4 4. Establishment of a process for review of a new LLPS customer prior to Evergy
5 constructing interconnection facilities for that customer; making upstream
6 transmission investments to facilitate service to that customer; or building or acquiring
7 power plants, or energy contracts, or capacity contracts to serve that customer.
8 Including minimum filing requirements for the direct testimony of EMM or EMW in a
9 proceeding seeking authorization to serve a new LLPS customer, and a commitment
10 from the Commission to prioritize such proceedings to the extent possible.³⁴
- 11 a. Staff recommends these minimum filing requirements in proceedings to
12 authorize service of a new LLPS customer, EMM or EMW should file the
13 following information under affidavit, and simultaneously file in the EFIS
14 docket fully operable supporting workpapers describing:
- 15 1. The interconnection facilities to serve the LLPS customer, including:
- 16 a. a projection of the cost of removing the facilities at the end of the contract
17 term, b. a projection of property tax and insurance expense, each year,
18 associated with the facilities for the projected life of the facilities, c. a
19 projection of operation and maintenance expenses, each year, associated with
20 the facilities for the projected life of the facilities,
- 21 2. All information required under the Service Agreement included in Staff's
22 recommended tariff. At a high level this includes projected demands and
23 energy requirements for the full term of service, information related to
24 financial assurances, and information related to day-to-day load management.
- 25 3. An updated capacity forecast without the new LLPS customer.
- 26 4. An updated capacity forecast with the new LLPS customer.
- 27 b. In addition to fully operable supporting workpapers, EMM or EMW should
28 file supporting documentation including:
- 29 1. Evidence that site control by the proposed customer is established, including
30 local zoning approval as applicable.
- 31 2. The boundary of the applicable utility's facilities serving the customer in a
32 format supported by the State's geographic information system (GIS) software.
- 33 3. Documentation of customer consultation with other utility providers (i.e.
34 water, sewer, gas) that will provide service to the proposed customer whether
35 regulated by the Commission or not.
- 36 4. Evidence that Evergy completed all internal engineering studies supporting
37 the interconnection.

³³ Staff Recommendation Report, page 112, lines 18-22.

³⁴ Corrected Surrebuttal testimony of Claire M. Eubanks, P.E. page 5, line 20 and page 6, lines 1-10.

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5. Proposed annual reporting requirements for Evergy to report to the Commission and the public on the proposed customer.³⁵

³⁵ Corrected Surrebuttal testimony of Claire M. Eubanks, P.E. page 7, lines 16 – 28.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of Evergy Metro,)
Inc. d/b/a Evergy Missouri Metro and Evergy)
Missouri West, Inc. d/b/a Evergy Missouri West)
for Approval of New and Modified Tariffs for)
Service to Large Load Customers)

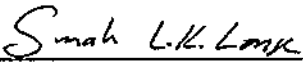
Case No. EO-2025-0154

AFFIDAVIT OF SARAH L.K. LANGE

STATE OF MISSOURI)
)
COUNTY OF COLE) ss.

COMES NOW SARAH L.K. LANGE and on her oath declares that she is of sound mind and lawful age; that she caused to be prepared the attached *Memorandum*; and that the same is true and correct according to her best knowledge and belief.

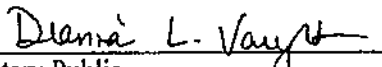
Further the Affiant sayeth not.



SARAH L.K. LANGE

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 30th day of September 2025.



Notary Public

