

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of Union )  
Electric Company d/b/a Ameren Missouri )           File No. ET-2025-0184  
for Approval of New Modified Tariffs for )  
Service to Large Load Customers )

**EVERGY MISSOURI METRO’S AND EVERGY MISSOURI WEST’S  
STATEMENT OF POSITIONS**

Evergy Missouri Metro, Inc. d/b/a Evergy Missouri Metro (“Evergy Missouri Metro” or “EMM”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West” or “EMW”) (collectively, “Evergy” or “the Company”), and pursuant to the Missouri Public Service Commission’s (the “Commission”) *Order Establishing Procedural Schedule* (“Order”)<sup>1</sup> issued July 10, 2025, and the Non-Unanimous Global Stipulation and Agreement<sup>2</sup> filed November 7, 2025, submits Evergy’s *Statement of Positions*, as follows:

**POSITIONS & ISSUES**<sup>3</sup>

- A. Should the Commission adopt Ameren Missouri’s or Staff’s conceptual tariff, rate structure, and pricing in order to comply with Mo. Rev. Stat. Section 393.130.7?<sup>4</sup>**

**EVERGY’S POSITION:**     The Commission should adopt Ameren’s Large Load Rate Plan (“LLRP”), rate structure, and pricing, as modified by the Agreement, as such tariff is in accordance with Section 393.130.7 and Missouri’s economic development policy. See Agreement at 8-10.

<sup>1</sup> Order Establishing Procedural Schedule, ET-2025-0184 (July 10, 2025).

<sup>2</sup> Non-Unanimous Stipulation & Agreement, No. ET-2025-0184 (Nov. 7, 2025) (the “Agreement”).

<sup>3</sup> The Company does not necessarily agree with the wording of some issues or inclusion of all of the issues set out herein. The inclusion of an issue and the Company’s position thereon in the list below does not mean all parties agree with such issue’s characterization, that such issue identified is actually in dispute, and/or that a Commission decision on such issue is proper or necessary in this case. Additionally, the Company reserves all rights to amend or alter some or all of its positions during this ongoing proceeding.

<sup>4</sup> All citations are to the Revised Statutes of Missouri (2016), as amended.

It is essential that the tariffs proposed in Missouri remain consistent among utilities, to ensure Missouri's economic competitiveness to attract large load customers. See K. Gunn Rebuttal at 14-15; K. Gunn Surrebuttal at 19-20. "Ameren's and Evergy's proposals are conceptually similar in that they both include several features to attract new large customers to Missouri...[and] include several provisions that protect against stranded asset risk" and "both tariffs are broadly consistent with the approaches being used in large load tariffs across the United States." See R. Hledik Rebuttal at 3-4, 20; Agreement at 8-10; Non-Unanimous Stipulation and Agreement, 7-9, No. EO-2025-0154 (Sep. 25, 2025). Similar to the Agreement, the Non-Unanimous Stipulation and Agreement (No. EO-2025-0154) was executed by a diverse group of stakeholders which include: Evergy, Ameren, Google LLC ("Google"), Velvet Tech Services, LLC ("Velvet"), Nucor Steel Sedalia, LLC ("Nucor"), the Data Center Coalition ("DCC"), Sierra Club ("Sierra Club"), and Renew Missouri Advocates d/b/a Renew Missouri ("Renew Missouri") (individually "Signatory" and collectively "Signatories").

In direct contrast to the tariffs proposed by Ameren and Evergy (No. EO-2025-0154), Staff's proposed tariff in this proceeding, which is identical to its tariff in No. EO-2025-0154, is "radical and novel." See K. Gunn Surrebuttal at 5-6. Staff improperly developed its tariff proposal contrary to the explicit language of Section 393.130.7, as Staff is not permitted to file a tariff and then force it upon the utility. Id. at 8 (citing Section 393.130.7 ("Each electrical corporation ... shall develop and submit to the commission" tariffs for large load customers.)). Additionally, the tariff proposal is "unsupported by regulatory precedent and conventional ratemaking practices, reflect[s] an overreach into utility management decisions and do[es] not promote Missouri's economic development" policies. Id. at 5-6.

Specifically, Staff’s “highly granular, component-based billing structure for a single customer class would create barriers to economic development by increasing complexity, reducing transparency, and introducing financial risk for large customers.” Id. at 12. The tariff proposal is unlike “any other large load rate design” nationwide as it “attempts to quantify the revenue requirement components that will vary due to LLC customers, and to separately bill for each component.” Id. at 12. Staff’s tariff structure is “unlikely to attract the type of quality large loads” Missouri supports. See K. Gunn Surrebuttal at 13. If the Commission were to adopt Staff’s tariff, it would have a chilling effect on Missouri’s economic development. Id.

**B. Should Large Load Customer Electric Service (“LLCS”) be a subclass of the LPS or a stand-alone class?**

**EVERGY’S POSITION:** Large load tariffs should be developed around a class cost of service model. By developing rates based on a cost-of-service model, the utilities will, by definition, recover reasonable, cost-of-service based rates from these customers consistent with rates that are reviewed and approved by the Commission. See K. Gunn Surrebuttal at 7.

**C. What should be the threshold demand load in megawatts (“MW”)/criteria for LLCS customers to receive service under a Commission approved LLPS tariff? To the extent the threshold captures existing customers, should a grandfathering provision for such customer be adopted?**

**EVERGY’S POSITION:** As discussed in the Agreement, Schedule LLCS should apply to any new facility with a peak load forecast equal to or in excess of a monthly maximum demand of 75 MW, or to expansion load of existing customers that increases by 75 MW or more. See Agreement at 2. The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while advancing Missouri’s economic competitiveness. See Agreement at 2; K. Gunn Surrebuttal at 19-20; Non-Unanimous Stipulation and Agreement, No. EO-2025-0154. A uniform approach to core

tariff elements, while allowing utility-specific implementation, best balances customer attraction with prudent risk management for all ratepayers. See R. Hledik Rebuttal at 19.

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

**EVERGY POSITION:** All riders and programs, as applicable to Schedule LLCS customers, should be available. See Agreement at 12, 18-19.

**E. Should the LLCS customer bear responsibility for its interconnection and related non-FERC transmission infrastructure costs? a. How should such interconnection and related non-FERC transmission infrastructure costs be accounted for or tracked, if at all?**

**EVERGY'S POSITION:** Per the Agreement, LLCS customers shall pay all costs associated with “extensions of transmission or substation facilities,” excluding “any resulting network upgrade costs for facilities classified as transmission under the MISO [Midcontinent Independent System Operator] Open Access Transmission Tariff.” See Agreement at 20-21.

**F. What minimum term of service should be required for a LLCS customer to receive service under the Commission approved LLCS tariffs? What is the minimum and maximum ramp schedule? What is the minimum term after the maximum ramp period ends? Is Elective Termination permitted? If so, then what is the appropriate Termination Fee?**

**EVERGY'S POSITION:** Per the Agreement, “Schedule LLCS customers shall take service for a minimum term that includes up to five (5) years of an optional transitional load ramp period plus twelve (12) years.” See Agreement at 3-4. Elective termination is permitted upon 24 months’ written notice, with an Exit Fee equal to the applicable Minimum Monthly Bill times the defined period and an Early Termination Fee if less than 24 months’ notice is given. Id. The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while advancing Missouri’s economic competitiveness. Id.; K. Gunn Surrebuttal at 19-20; Non-Unanimous Stipulation and Agreement, No. EO-2025-0154. A uniform approach to core tariff elements, while allowing utility-specific

implementation, best balances customer attraction with prudent risk management for all ratepayers. See R. Hledik Rebuttal at 19.

**G. What minimum demand terms and conditions should apply to LLCS customers? What Maximum LLC Capacity reduction should be allowed? Under what terms should a capacity reduction be allowed? How much should the capacity be in terms of percentage of the original Maximum LLC Capacity? Under what terms should a subsequent contract reduction occur? How should the Capacity Reduction Fee be determined?**

**EVERGY’S POSITION:** LLCS customers should be “subject to a Minimum Monthly Bill which shall consist of the sum of” the “Demand Charge (with minimum monthly demand set at 80 percent of the Contract Capacity,” Customer Charge, Low-Income Pilot Program Charge, Other Demand-Based Riders, and the Cost Stabilization Rider. See Agreement at 10-11. A Permissible Capacity Reduction allows up to a total 20 percent reduction during the term with 24 months’ notice and no charge, and additional reductions after the first five years are permitted with 24 months’ notice and payment of a Capacity Reduction Fee. Id. at 5-6. Capacity reduction is permanent for the term and any extension term, subject to interconnection for reinstatement. Id. “The Capacity Reduction Fee shall be calculated as two times the difference between (a) the nominal value of the Minimum Monthly Bill using the Contract Capacity specified in the customer’s LLCS Service Agreement minus (if applicable) the Permissible Capacity Reduction, times the number of months remaining in the Term or Extension Term, or for sixty (60) months, whichever is lesser, and (b) the nominal value of the Minimum Monthly Bill following such a reduction in capacity, times the number of months remaining in the Term or Extension Term, or for sixty (60) months, whichever is lesser.” Id.

The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while advancing Missouri’s economic competitiveness. See Agreement at 5-6, 10-11; K. Gunn Surrebuttal at 19-20; Non-

Unanimous Stipulation and Agreement, No. EO-2025-0154. A uniform approach to core tariff elements, while allowing utility-specific implementation, best balances customer attraction with prudent risk management for all ratepayers. See R. Hledik Rebuttal at 19.

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

**EVERGY'S POSITION:** LLCS customers should be subject to the collateral or other security requirements set forth in the Agreement. See Agreement at 12-17. The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while advancing Missouri's economic competitiveness. Id.; K. Gunn Surrebuttal at 19-20; Non-Unanimous Stipulation and Agreement, No. EO-2025-0154. A uniform approach to core tariff elements, while allowing utility-specific implementation, best balances customer attraction with prudent risk management for all ratepayers. See R. Hledik Rebuttal at 19.

**I. What should the notice requirements be, if any, for extension of service beyond the initial minimum term?**

**EVERGY'S POSITION:** LLCS Service Agreements automatically extend in five-year increments unless either party provides "at least thirty-six (36) months' written notice" of non-renewal or renewal at reduced capacity. See Agreement at 3-4. The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while advancing Missouri's economic competitiveness. Id.; K. Gunn Surrebuttal at 19-20; Non-Unanimous Stipulation and Agreement, No. EO-2025-0154. A uniform approach to core tariff elements, while allowing utility-specific implementation, best balances customer attraction with prudent risk management for all ratepayers. See R. Hledik Rebuttal at 19.

**J. Should LLCS customers be included in the Fuel Adjustment Clause (“FAC”)? What impact will the inclusion of LLCS customers in the FAC have on non-LLCS customers and, if there is an impact, what if anything should the Commission order to address it? What, if any, changes should be made to Ameren Missouri’s existing FAC tariff sheet? When/in what case should any changes be made?**

**EVERGY’S POSITION:** Schedule LLCS customers should be subject to the FAC. See Agreement at 8, 20. The “Rider FAC shall be changed in its next rate case consistent with the change proposed in Schedule SMW-D3 to Company witness Steve Wills’ Direct Testimony.” Id. at 20. The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while advancing Missouri’s economic competitiveness. Id.; K. Gunn Surrebuttal at 19-20; Non-Unanimous Stipulation and Agreement, No. EO-2025-0154. A uniform approach to core tariff elements, while allowing utility-specific implementation, best balances customer attraction with prudent risk management for all ratepayers. See R. Hledik Rebuttal at 19.

**K. Should LLCS customers be served from a separate, unique, designated load node?**

**EVERGY’S POSITION:** No. Staff’s recommendation that all LLCS customers register as a separate pricing node in the Midcontinent Independent System Operator (“MISO”) in order to isolate costs is “extremely onerous and inconsistent with other utility programs.” See K. Gunn Surrebuttal at 17. Registering LLCS customers as a separate node may result in the customer “bearing costs for market volatility, congestion, or ancillary services that, in a pooled system, would be socialized across all customers.” Id. at 17-18. This direct assignment of incremental costs would be unduly discriminatory, and contrary to Sections 393.130.3 and 393.130.7, because their load may not be “the sole or primary cause of such costs.” Id. at 18.

**L. Is a waiver of RES requirements 20 CSR 4240.20.100(1)(W) and the authorizing statute lawful and reasonable with regard to LLCS customers?**

**EVERGY'S POSITION:** The “variance from 20 CSR 4240.20.100” should be granted. See Agreement at 21.

**M. How should revenues from LLCS customers be treated?**

**EVERGY'S POSITION:** LLCS customers’ revenues must be treated under normal ratemaking precedent and law. See K. Gunn Surrebuttal at 6-7. Staff’s recommendation, whereby revenues from LLCS customers be tracked because of the “positive regulatory lag” between rate cases, is inconsistent with Missouri rate-making precedent and Section 393.130.7. Id. “Large load customers will impact utilities no differently than when any other customer begins to receive service between rate cases, particularly when a dedicated customer class is created for these customers, such as in Ameren’s LLC Rate Plan or Evergy’s LLPS Rate Plan.” Id. at 7. Additionally, Staff’s proposal is unduly discriminatory as it illogically disregards the utilities’ potential for negative regulatory lag, “a critical ingredient in cost-of-service rate regulation.” Id. at 7-8, n.9. Moreover, Staff ignores the revenue benefits large load customers will have on the utilities’ fixed costs because the costs will be dispersed across a larger rate base. Id.

**N. What additional riders, if any, should be authorized by the Commission at this time, including: The Clean Capacity Advancement Program? The Clean Energy Choice Program? The Nuclear Energy Credit Program? The Renewable Solutions Program – Large Load Customers? The Clean Transition Tariff (as described in the Rebuttal Testimony of Dr. Carolyn Berry)?**

**EVERGY'S POSITION:** The Commission should “approve and find reasonable and in the public interest four new clean and renewable energy riders”: Clean Energy Choice, Renewable Solutions Program, Nuclear Energy Credit, and Clean Energy Advancement. See Agreement at 18-19. The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while



advancing Missouri’s economic competitiveness. Id.; K. Gunn Surrebuttal at 19-20; Non-  
Unanimous Stipulation and Agreement, No. EO-2025-0154. A uniform approach to core tariff  
elements, while allowing utility-specific implementation, best balances customer attraction with  
prudent risk management for all ratepayers. See R. Hledik Rebuttal at 19.

**O. Should a form customer service agreement be included in the Commission approved LLCS tariffs resulting from this case? Should a form ESA be included in the pro forma LPS Tariff? Should the ESA require approval by the Commission? Should minimum filing requirements be required? What is the standard for review?**

**EVERGY’S POSITION:** No. The Commission should not approve a form service agreement or minimum filing requirements in this proceeding, nor in EO-2025-0154. Per the Agreement, LLCS customers must enter into a written LLCS Service Agreement specifying Contract Capacity and riders applicable, and “Commission approval of the foregoing agreements shall not be required but such agreements must be consistent with the approved tariffs.” See Agreement at 11. The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while advancing Missouri’s economic competitiveness. Id.; K. Gunn Surrebuttal at 19-20; Non-  
Unanimous Stipulation and Agreement, No. EO-2025-0154.

**P. Are changes needed for the Emergency Energy Conservation Plan tariff sheet and related tariff sheets to accommodate LLCS customers?**

**EVERGY’S POSITION:** Evergy takes no position on this issue at this time. However, Evergy expressly reserves all rights to amend, supplement, or otherwise modify its position on this and any other issues as this is an ongoing proceeding.

**Q. What studies should be required for customers to take service under the LLCS tariff, if any?**

**EVERGY’S POSITION:** As discussed in the Agreement, Ameren agrees to add language “reflecting the framework of the load interconnection process that is the same as the Path

to Power load interconnection process set forth in Section 2.10 of the exemplar Evergy Missouri West tariff sheet” included in the Direct Testimony of Mr. Lutz in No. EO-2025-0154, with modifications. See Agreement at 21. Therefore, LLCS customers will be subject to the applicable Path to Power studies, as necessary for interconnection. The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while advancing Missouri’s economic competitiveness. Id.; K. Gunn Surrebuttal at 19-20; Non-Unanimous Stipulation and Agreement, No. EO-2025-0154.

**R. What reporting on large load customers should the Commission require?**

**EVERGY’S POSITION:** Per the Agreement, the Company and stakeholders will meet to determine the contents of an annual compliance report, to be provided confidentially to the Commission, including “(i) the number of new or expanded customers that have enrolled in Schedule LLCS and (ii) the total estimated load enrolled under Schedule LLCS,” with energy usage provided confidentially and anonymized. See Agreement at 17-18. Ameren commits to meeting with stakeholders at least annually on a highly confidential basis to provide updates regarding LLCS customers. Id.

The Agreement enables the Commission to implement a uniform statewide framework for large-load customer tariffs, fostering predictability and transparency while advancing Missouri’s economic competitiveness. Id.; K. Gunn Surrebuttal at 19-20; Non-Unanimous Stipulation and Agreement, No. EO-2025-0154.

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

**EVERGY’S POSITION:** No. As discussed in No. EO-2025-0154, Evergy opposes a community benefits program as “there is [not] a pressing risk from large load customers that should be addressed in this proceeding.” See B. Lutz Surrebuttal at 23, No. EO-2025-0154. Additionally,

for the reasons discussed in pre-filed testimony and herein, the Commission should apply a consistent framework regarding a community benefits program, to provide predictability and transparency, and to ensure Missouri's economic competitiveness for large loads. See K. Gunn Surrebuttal at 19-20; Agreement. A uniform approach for such issues best balances customer attraction with prudent risk management for all ratepayers. See R. Hledik Rebuttal at 19.

Respectfully submitted,

*/s/ Roger W. Steiner*

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**Attorneys for Evergy Missouri Metro  
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**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, emailed, mailed postage-prepaid, or filed and served via EFIS, to the parties in this above-captioned proceeding, this 10<sup>th</sup> day of November 2025.

*/s/ Roger W. Steiner*

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**Attorney for Evergy Missouri Metro and  
Evergy Missouri West**