Exhibit No.:	
Issue:	Contract Amendment
Witness:	Brian A. File
Type of Exhibit:	Direct Testimony
Sponsoring Party:	Evergy Missouri West
Case No.:	EO-2026-0129
Date Prepared:	December 18, 2025

MISSOURI PUBLIC SERVICE COMMISSION

CASE NOS.: EO-2026-0129

DIRECT TESTIMONY

OF

BRIAN A. FILE

ON BEHALF OF

EVERGY MISSOURI WEST

Kansas City, Missouri
December 2025

DIRECT TESTIMONY

OF

BRIAN A. FILE

Case Nos. EO-2026-0129

Q: Please state your name and business address.

A: My name is Brian A. File. My business address is 1200 Main, Kansas City, Missouri 64105.

Q: By whom and in what capacity are you employed?

A: I am employed by Evergy Metro, Inc. and serve as Director, Demand-Side Management, Energy Efficiency for Evergy Metro, Inc. d/b/a Evergy Missouri Metro ("Evergy Missouri Metro) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West ("Evergy Missouri West" or "EMW").

Q: On whose behalf are you testifying?

A: I am testifying on behalf of Evergy Missouri West.

Q: What are your responsibilities?

A: My responsibilities include leading the demand-side management group (including energy efficiency and demand response) at Evergy for all jurisdictions. This function includes the Commission approved Missouri Energy Efficiency Investment Act ("MEEIA") programs. Additionally, I have responsibility for a team focused on customer renewable energy and storage programs.

Q: Please describe your education, experience, and employment history.

A: I earned a Bachelor of Science degree in Chemical Engineering from the University of Kansas and a Master of Business Administration from the University of Missouri-Kansas City. Prior to Evergy, I worked in the petrochemical industry with Chevron Phillips Chemical Company in marketing and technical field sales roles. I have been employed at Evergy (and formerly KCP&L) since 2007 in roles varying from product management, key account relationships and economic development. I have held responsibility over the demand-side management team since 2013.

Q: Have you previously testified in a proceeding before the Missouri Public Service Commission ("Commission" or "MoPSC") or before any other utility regulatory agency?

A: Yes, I provided written testimony before the MoPSC and the Kansas Corporation Commission ("KCC").

1. EXECUTIVE SUMMARY

Q: What is the purpose of your testimony?

A: The purpose of my testimony is to provide support for the approval of an amendment to the Nucor Steel Sedalia, LLC "Nucor"[1] Special Rate for Incremental Load Service ("SIL") contract that allows for participation in Evergy demand response offerings. My testimony will focus specifically on the particulars and benefits of Nucor being allowed to participate in Evergy's demand response program. The structure of the testimony is as follows:

[1] Note, Nucor also has a facility located in Maryville, MO. For the purposes of this testimony, reference to Nucor is specifically in reference to the Nucor Steel Sedalia, LLC facility which is the subject of this request.

1) Executive Summary of Request

2) EMW Needs Robust Demand Response Participation

3) All Customers Benefit from Nucor Participation in MEEIA Demand Response Programs

4) Nucor Agreement and SIL Tariff

5) Non-Unanimous Stipulation and Agreement for SIL tariff

6) Conclusion

Q: Are you sponsoring any schedules to your testimony?

A: Yes, schedules attached to my testimony include the following:

- Confidential Schedule BF-1: July 11, 2019 Contract with Nucor Steel Sedalia, LLC ("Agreement")
- Confidential Schedule BF-2: First Amendment to Agreement (executed December 11, 2025)
- Schedule BF-3: Schedule SIL
- Confidential Schedule BF-4: EO-2019-0244 Non-Unanimous Stipulation and Agreement dated September 18, 2019.
- Confidential Schedule BF-5: Nucor Demand Response Event Data Summary 21-23
- Confidential Schedule BF-6: 2023-05-10 NUCOR Tracking Updated – DR Event Analysis

Q: Why is Evergy Missouri West requesting approval for the SIL contract amendment?

A: The current and approved EMW SIL tariff ("Schedule SIL") states that service under this tariff may not 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 July 11, 2019, Agreement approved by the Commission in EO-2019-0244 is silent with regards to participation in MEEIA or

Evergy demand response programs. The First Amendment to Agreement pending approval before the Commission addresses this by explicitly stating that Nucor may, at its discretion, participate in any demand response programs offered by Evergy, including Missouri Energy Efficiency Investment Act ("MEEIA") demand response programs. Participation is subject to the specific terms of the respective demand response program.

Q: Why is Evergy Missouri West now seeking Nucor's participation in MEEIA demand response programs?

A: Evergy Missouri West's Preferred Plan for its Integrated Resource Plan ("IRP") identifies demand response as an important component to meeting its capacity needs in the coming years. In fact, the EMW MEEIA Cycle 4 demand response program goals (140 MW in 2026 and 150 MW in 2027) are a significant component of the expected contribution from customer sided programs to the supply demand balance of most recent 2025 IRP. Strong participation from its customers in its MEEIA demand response programs supports EMW meeting its planned resource adequacy needs, and Nucor's participation in MEEIA demand response programs provides benefits not only to Nucor as an individual participant, but to Evergy Missouri West customers as a whole.

2. EMW NEEDS ROBUST DEMAND RESPONSE PARTICIPATION

Q: How are these benefits realized by all customers, not just Nucor?

A: Demand response resources like those potentially provided by Nucor are integrated into Evergy's resource planning and the Southwest Power Pool's (SPP) resource adequacy framework. By reducing peak demand, these resources allow Evergy to defer or avoid new supply-side investments, which ultimately lowers costs for all customers. The benefits are realized through lower system capacity needs, improved reliability, and reduced exposure to volatile market prices—especially important in today's supply-constrained environment.

Q: How does Nucor's potential participation in the MEEIA demand response program fit within the broader context of Evergy's planning and regional value?

A: Nucor Sedalia's potential participation exemplifies the value of demand response as part of a balanced resource portfolio. As Missouri and the region face increasing capacity needs, extreme weather risks, and evolving customer demands, leveraging demand-side resources is more important than ever. Programs like Business Demand Response ("BDR"), supported by strong industrial partners, help Evergy deliver reliable, affordable, and sustainable energy to all customers—while supporting local economies and jobs.

Q: Why is resource adequacy such a critical issue for SPP and Missouri utilities right now, and how does large customer demand response fit into the solution?

A: Resource adequacy—the ability to reliably meet customer electricity demand at all times—has become a central challenge for the Southwest Power Pool (SPP) and utilities across Missouri. We are experiencing an unprecedented surge in electricity demand, driven by the rapid expansion of large manufacturers, data centers, and electrification across the region. SPP forecasts that peak load could nearly double in the next decade, from 56 GW to as much as 97 GW by 2035, with much of this growth coming from high-impact large loads like data centers and advanced manufacturing facilities[2].

This growth is happening at a pace that far exceeds historical trends and outstrips the ability to build new supply-side resources—such as power plants and transmission

[2] Ethan Howland, Utility Dive, SPP to rely on demand response to help bridge shrinking power supplies: CEO Nickell, April 4, 2025, https://www.utilitydive.com/news/spp-demand-response-prm-planning-reserve-transmission-rto-west/744455/

lines—fast enough to keep up. As SPP President and CEO Lanny Nickell recently stated, "Excess generating capacity is dwindling, and it's dwindling to a point where it's becoming dangerous… I don't think [new supply] can be added that quickly. So what does that mean? Means we're going to have to rely a lot more on demand response to help us meet this challenge."[3]

Demand response (DR) is uniquely positioned to address this challenge. Unlike traditional supply-side infrastructure, with the right enabling policies and tariffs, DR can be implemented quickly and cost-effectively, without the long lead times, delays, and capital expenditures associated with new generation or transmission. Large customers—such as Nucor Sedalia—are especially valuable partners in this effort. Their ability to curtail a relatively large amount of load during peak periods provides a flexible, dispatchable resource that directly supports system reliability and helps defer or avoid the need for new capacity investments.

SPP and other grid operators are actively reforming their policies to better recognize and accredit the reliability contribution of demand response, especially from large industrial and data center customers. These reforms are designed to ensure that DR is fully integrated into resource adequacy planning and can be counted on as a dependable part of the region's "all of the above" strategy for meeting customer growth.

Moreover, industry experts and recent analyses highlight that data centers and other large loads are not just part of the challenge—they are also part of the solution. By participating in demand response programs, these customers can help stabilize the grid,

[3] Ethan Howland, Utility Dive, SPP to rely on demand response to help bridge shrinking power supplies: CEO Nickell, April 4, 2025, https://www.utilitydive.com/news/spp-demand-response-prm-planning-reserve-transmission-rto-west/744455/

reduce the risk of outages, and support the integration of renewable energy and other new resources.

In summary, enabling and expanding large customer demand response is essential for maintaining resource adequacy, supporting economic growth, and ensuring that all customers benefit from a reliable and affordable electric system during this period of rapid change.

3. ALL EMW CUSTOMERS BENEFIT FROM NUCOR PARTICIPATION IN MEEIA DEMAND RESPONSE PROGRAMS

Q: How do you know Nucor's specific participation in MEEIA demand response programs would be beneficial to all EMW customers?

A: Nucor participated in Evergy's MEEIA demand response programs during 2021-2023 and Nucor's participation was beneficial to EMW. Evergy recognizes that there was a conflict between the SIL tariff and Nucor's participation in the BDR program at that time. Upon identification of this conflict, Nucor was removed from the program and this issue was resolved with the Commission June 26, 2024, Order approving the Unanimous Stipulation and Agreement in EO-2023-0407 and EO-2023-0408.[4]

Q: Can you quantify the benefits provided by Nucor Sedalia's prior participation in the BDR program?

A: Yes. For the 2021 and 2022 program years, Nucor Sedalia's verified peak demand reductions of over **[redacted]** MW each year resulted in avoided capacity cost benefits to all

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[4] "1. In settlement of all issues in these dockets and in settlement of all future issues involving the participation by Nucor Sedalia in EMW's Business Demand Response ("BDR") program during the period of June 1, 2020 through September 1, 2023, EMW will reduce its MEEIA recovery amount by $700,000 in its next DSIM rider filing. Staff and OPC agree the incentives received in 2023 by Nucor Sedalia from EMW for its participation in EMW's BDR program are also resolved with this Agreement." See, *Unanimous Stipulation and Agreement*, ¶1, p. 1, dated June 10, 2024, as approved by *Order Approving Unanimous Stipulation and Agreement*, issued June 26, 2024, File Nos. EO-2023-0407/0408.

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MO West customers totaling over $2.5 Million. **[redacted]** These calculations are based on third-party measured and verified demand reductions (see Schedule BF-5) and Commission-approved avoided capacity costs. Importantly, these figures do not include additional potential benefits related to avoided transmission and distribution costs. Importantly, no harm resulted from Nucor's participation—on the contrary, all customers benefited from the demand reductions and associated cost savings.

Q: How does this value compare to the cost-effectiveness standards used by the Commission?

A: The benefit/cost ratio for Nucor's participation aligns with and exceeds the standards set by the Missouri Energy Efficiency Investment Act (MEEIA). For the Business Demand Response program, the Total Resource Cost (TRC) test ratios were 2.45 (2021) and 2.47 (2022), and the Program Administrator Cost Test (PACT/UCT) ratios were 1.21 (2021) and 1.17 (2022). These results demonstrate that the program is highly cost-effective and delivers value well above its costs.

Q: Why is Nucor's potential participation in the BDR program under the SIL tariff in the public interest?

A: Nucor Sedalia's potential participation in the BDR program delivers measurable and substantial benefits to all customers. Demand response is a proven, cost-effective resource that helps manage system peak demand, defer or avoid costly new generation, and enhance grid reliability. Nucor, as a large and reliable participant, has proven it can consistently deliver significant peak demand reductions, which translate directly into avoided capacity costs for all customers. Moreover, Nucor's presence in Sedalia supports local economic development and job creation, further benefiting the region.

4. NUCOR AGREEMENT & SIL TARIFF

Q: Does the First Amendment to the Agreement change any of the existing pricing, terms or conditions currently spelled out in the Agreement?

A: No. The amendment only explicitly states that Nucor be allowed to participate in MEEIA or other Evergy demand response programs. The current Agreement makes no mention about the ability or limitation of Nucor to participate in demand response programs.

Q: What does Schedule SIL state regarding demand response participation?

A: The Availability section on Sheet 157 of Schedule SIL 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.

Q: Does this Amendment and approval request impact the Special Rate approved by the Commission?

A: No. All MEEIA related incentives are evaluated for effectiveness and impact as a separate value stream from any part of the original SIL tariff agreement. Nucor's potential participation in BDR creates incremental new value, in exchange for curtailment commitments, beyond what was contemplated when the SIL tariff rates were constructed.

Q: But if Nucor participates in demand response programs, won't that reduce revenues to the utility to cover Nucor's cost to serve?

A: Not likely. If Nucor Sedalia reduces its peak demand, that will likely reduce the cost of providing service to Nucor. And if it does, any reduction in revenues would be negligible compared to the benefit to EMW from Nucor's participation in demand response programs.

Q: Please elaborate.

A: For example, during 2022, the avoided capacity cost benefits to all EMW customers calculated for Nucor's Sedalia site participation was $1.297 million. The potential resulting energy impact from when the Company last called Nucor was about **[redacted]**. The estimated financial result of that energy impact is about a $20,000 revenue impact based on the rate period (summer, first 360 hours use) that the event call reduction period happened. That is if Nucor actually reduced its load vs. shifting usage to another time. It is important to note that consistent with most demand response participants, Nucor may shift production load to a different time without actually reducing load as in this example. So, even if revenue is reduced as it is in this example, it's a minimal amount of revenue reduction in the total scheme of impact when you compare $20,000 revenue impact to the $1.297 million in benefits created during that year.

Q: Even so, are there other protections in the agreement to ensure that Nucor revenues exceed its costs and do not result in harm to non-Nucor EMW customers?

A: Yes. EMW uniquely identifies and tracks for reporting and general rate case purposes all incremental costs associated with Nucor. At the time of a rate case, if Nucor's rate revenues do not exceed the incremental cost to serve Nucor as reflected in the revenue requirement calculation, the Company shall make an additional revenue adjustment covering the shortfall to the revenue requirement calculation through the true-up period, to ensure that non-Schedule SIL customers will be held harmless from such effects from the service under Schedule SIL. In no event shall any revenue deficiency (that is, a greater amount of Nucor's incremental costs compared to the Customer's revenues) be reflected in the Company's cost of service in each general rate proceeding for the duration of service to Nucor during the terms of the contract between Company and Nucor served under this tariff.

Q: So in a rate case, if EMW shows that Nucor's revenues do not cover EMW costs to serve based on its special rate under Schedule SIL, EMW makes an adjustment to the revenue requirement in order to ensure other non-Nucor EMW customers are not harmed by such shortfall?

A: Yes, at the time of a rate case, if revenue as compared to Nucor specific costs is negative, Evergy would have to impute revenue, so no other customers cover the shortfall which is essentially covered by Evergy shareholders, not other non-Nucor EMW customers.

Q: What other protections are included in the Agreement?

A: In addition, EMW also monitors Nucor operations and will identify additional SPP-related costs resulting from unexpected operational events. If actual Nucor load experiences a 25% deviation from the expected Nucor load for more than 4 hours and that load change is not reflected in the EMW day-ahead commitments, EMW will quantify the balancing relationship between the hourly and day-ahead prices to identify the effect of the unplanned load change to apportion any additional SPP balancing charges and will incorporate the effect attributed to Nucor into the tracking of Nucor costs. If the effect of this relationship increases costs to non-Nucor customers, the amount will be reflected in a subsequent FAC rate change filing.

Q: Can you provide an example for how this works?

A: In the event tracking that we've done for FAC purposes, we have seen several events each month where Nucor load deviates by more than 25% and for over 4 hours, but the calculation has resulted in a minor adjustment to date. If the net result is an increase in purchased power costs to non-Nucor customers, we record an entry to reduce the purchased power costs and include as a reduction to retail customers in the FAC filing. Additionally, we analyzed how historical BDR events overlapped with triggering events for FAC tracking purposes. While the Nucor BDR events overlapped with events that reflected an increase of $12K to non-Nucor customers (see BF-6), when you look at the overall event analysis included in this FAR filing and because we are including all events in our analysis, both positive and negative, the overall adjustment for this accumulation period is a negative, representing an overall decrease to non-Nucor customers of ($13K) (see BF-6).

Q: What do you take away from these examples?

A: An important point to note from the analysis of revenue impacts to date is that the impact of avoided cost benefits from Nucor's past participation in MEEIA business demand response programs far exceed any minimal impact identified in the Nucor Load Balancing Event Tracking discussed above. Any negative impact identified is captured in the semi-annual FAC calculation. In addition to this safeguard, these identified impacts are also included in the comparison of revenues to costs in future rate case filings. These protections ensure that no customers, participating or non-participating in MEEIA programs, are harmed by Nucor's Sedalia site's participation in the Business Demand Response program.

5. <u>NON-UNANIMOUS STIPULATION AND AGREEMENT</u>

Q: Does the Non-Unanimous Stipulation and Agreement adopted by the Commission in its November 13, 2019, Report and Order preclude the Company from requesting approval for an amendment to the Agreement?

A: No. Paragraph 16 of the Stipulation states that the Stipulation embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein and may be modified by the Signatories only by a written amendment executed by all of the Signatories. Since the November 23, 2019, effective date of the Commission Order, Evergy has not sought an amendment to the stipulation and agreement in effect today.

However, while I am not an attorney, I understand from our counsel that there is nothing that precludes the Company from proposing a change to be reviewed and approved by the Commission in a new proceeding. Paragraph 14 of the Stipulation states that "this Stipulation is a negotiated settlement. Except as specified herein, the Signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same. No Signatory shall assert the terms of this agreement as a precedent in any future proceeding." The Company has initiated this new proceeding to seek approval of the narrow request for Nucor to participate in MEEIA or other Evergy approved demand response programs as applicable.

6. CONCLUSION

Q: Why is it prudent and reasonable for the Commission to approve the Amendment allowing Nucor Sedalia to participate in EMW demand response programs?

A: It is prudent because Nucor Sedalia's potential participation delivers clear, measurable, and independently verified benefits to all customers. It is reasonable because these benefits far exceed the costs, and because demand response is a critical tool for balancing system capacity requirements, managing system reliability and affordability. Approving the amendment which would allow for Nucor's participation in demand response programs supports economic development, aligns with integrated resource planning best practices, and ensures that all customers continue to benefit from a robust, flexible, and cost-effective electric system.

1. The Company has shown a need for MEEIA demand response programs with robust customer participation, as illustrated in its 2025 IRP Preferred Plan and as approved by the Commission in the Company's most recent MEEIA 4 filing.
2. Nucor has a demonstrated track record of providing significant benefits to non-Nucor customers through its past participation in the Company's MEEIA demand response programs.
3. Nucor's participation in MEEIA demand response programs does not change its special rate or terms and conditions currently spelled out in the Agreement and tariff.
4. Existing protections ensure non-Nucor EMW customers are not harmed by Nucor's participation in MEEIA demand response programs.

5. Benefits to non-Nucor EMW customers far outweigh any potential revenue deficiencies resulting from Nucor's participation in MEEIA demand response programs.

Q: Does that conclude your testimony?

A: Yes, it does.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of Evergy Missouri West, Inc. d/b/a Evergy Missouri West For Approval of an Amendment to Nucor Steel Sedalia, LLC Agreement	))))	No. EO-2026-0129

AFFIDAVIT OF BRIAN A. FILE

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

Brian A. File, being first duly sworn on his oath, states:

1. My name is Brian A. File. I work in Kansas City, Missouri, and I am employed by Evergy Metro, Inc. as Director, Demand-Side Management, Energy Efficiency.

2. Attached hereto and made a part hereof for all purposes is my Direct Testimony on behalf of Evergy Missouri West consisting of fifteen (15) pages, having been prepared in written form for introduction into evidence in the above-captioned docket.

3. I have knowledge of the matters set forth therein. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded, including any attachments thereto, are true and accurate to the best of my knowledge, information and belief.

Brian File

Brian A. File

Subscribed and sworn before me this 18th day of December 2025.

Anthy R Westenkirchner

Notary Public

My commission expires: April 26, 2029

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

SCHEDULES BF-1 THRU BF-2 ARE CONFIDENTIAL IN THEIR ENTIRETY

THEY CONTAIN INFORMATION NOT AVAILBLE TO THE PUBLIC.

ORIGINALS FILED UNDER SEAL

Special Rate for Incremental Load Service
Schedule SIL

PURPOSE

This rate schedule is designed to provide certain Customers with new or incremental increases in load, access to a special rate that is not based on the Company's cost of service like generally available tariff rates, but is designed to recover no less than the incremental costs of serving the new load. The Customer load will be served primarily by renewable energy resources separate from energy resources used to serve general customers of the Company.

AVAILABILITY

This special rate is available to customers with new, incremental load who:

- Have a facility whose primary industry is the smelting of aluminum and primary metals, (Standard Industrial Classification Code 3334) or
- Have a facility whose primary industry is the production or fabrication of steel (North American Industrial Classification System 331110) or
- Operate a facility with an increase in load equal to or in excess of a monthly demand of fifty megawatts

Each customer must demonstrate the new, incremental load can:

- Show a competitive need, documenting the facility would not commence operations absent the special rate,
- Show the special rate is in the interest of the state of Missouri when considering the interests of the customers of the Company, considering the incremental cost of serving the facility to receive the special rate, and the interests of the citizens of the state generally in promoting economic development, improving the tax base, providing employment opportunities in the state, and promoting such other benefits to the state as the commission may determine are created by approval of the special rate

This rate is not available for standby, breakdown, supplementary, maintenance or resale service except as noted below. Sub-metering or the reselling of electricity is prohibited.

Availability of service under this tariff may be limited by the Company due to constraints with, or protection for, Company generation resources or the transmission grid.

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.

Service under this tariff shall be excluded from projected energy calculations used to establish charges under Riders FAC and RESRAM, and programs offered pursuant to the Missouri Energy Efficiency Investment Act, unless otherwise ordered by the Commission when approving a contract for service under this tariff.

FILED
Missouri Public
Service Commission
EO-2019-0244; YE-2020-0092

Special Rate for Incremental Load Service
Schedule SIL

TERMS & CONDITIONS

Service under this rate schedule requires a written contract between the Company and the Customer. Each Special Incremental Load Rate Contract shall collect at least the incremental cost incurred by the Company to serve the Customer. Incremental costs shall be calculated, and profitability must be demonstrated at the time the contract is approved to confirm that revenues to be received from Customers under this Schedule are expected to be sufficient to cover the Company's increased costs to offer service pursuant to each Special Incremental Load Rate Contract. All charges for service under this rate schedule shall be limited to the charges contained in the contract between the Company and the Customer.

CONTRACT DOCUMENTATION

At least 60 days prior to the effective date of the Special Incremental Load Rate Contract, the Company will file the individual Special Incremental Load Rate Contract and supporting documentation with the Commission for approval. The supporting documentation will include the following items:

1. Customer Needs: Company shall provide a narrative description of the reasons why the Special Incremental Load Rate is necessary for this Customer.

2. Customer Alternatives: Company shall describe competitive alternatives available to the Customer.

3. Incremental Costs: Company shall quantify the expected incremental cost associated with the Special Incremental Load Rate Contract Customer.

4. Profitability: Company shall quantify the expected profitability of the Special Incremental Load Rate Contract as the difference between the revenues expected to be generated from the pricing provisions in the Special Incremental Load Rate Contract compared to Company's expected incremental costs. All significant assumptions shall be identified that affect this quantification.

5. Other Ratepayer Benefits: Company shall quantify the benefits that it believes will accrue to other ratepayers from the Special Incremental Load Rate Contract. All significant assumptions shall be identified that affect this quantification.

6. Other Economic Benefits to the Area: the Company and/or local economic development agency shall quantify the economic benefits to the state, metropolitan area, and/or local area that Company projects to be realized as a result of the Special Incremental Load Rate Contract. The Company will also file an affidavit from the state, metropolitan area and/or local area economic development agency that is also providing benefits to the customer.

Special Rate for Incremental Load Service
Schedule SIL

TERM

The initial term may vary for each customer served under this rate schedule but in no instance, should the term be greater than ten (10) years. Prior to the end of the term, the Company and Customer will work together to evaluate an extension of the term and if mutually appropriate, work together to secure any required approvals for an extension of the term. Each subsequent extension shall not exceed an additional ten (10) years.

SPECIAL RATE, PROVISIONS, AND TERMS

1. The Special Incremental Load Rate will be determined for each Customer based on expected loads and the renewable energy resource planned to serve the Customer. Details about the rate including all terms and conditions related to the Special Incremental Load Rate will be documented through a Special Incremental Load Rate Contract.

2. The Special Incremental Load Rate will be designed to recover no less than the incremental cost to serve the Customer over the term of the Special Incremental Load Rate Contract. Non-participating customers shall be held harmless from any deficit in revenues provided by any customer served under this tariff.

3. All Special Incremental Load Rate Contracts executed under this tariff will include the following provisions:
   a. Special Rate – details about the structure and rate to be paid by the Customer.
   b. Agreement Term – clear identification of the dates associated with the Special Rate, particularly the start date for contract term.
   c. Confidentiality – terms to establish protections needed to protect data under competitive conditions.
   d. Operational Parameters – details about the expected operation of the facility to be served.

4. The Company will make provisions to uniquely identify the costs and revenues for each respective Special Incremental Load Rate Contract within its books and records. This information will be available to support periodic reporting as ordered by the Commission. At the time of a general rate proceeding the portion of the Company's revenue requirement associated with the incremental costs net of PPA net revenues to serve the Customer shall be assigned to the Customer. The Customer's rate revenues shall be reflected in Company's net revenue requirement. If the Customer's rate revenues do not exceed the incremental cost to serve the Customer as reflected in the revenue requirement calculation, the Company shall make an additional revenue adjustment covering the shortfall to the revenue requirement calculation through the true-up period, to ensure that non-Schedule SIL customers will be held harmless from such effects from the service under Schedule SIL. In no event shall any revenue deficiency (that is, a greater amount of the Customer's incremental costs compared to the Customer's revenues) be reflected in the Company's cost of service in each general rate proceeding for the duration of service to the Customer(s) during the terms of the contract between Company and Customer served under this tariff.

REGULATIONS

Subject to Rules and Regulations filed with the State Regulatory Commission.

Special Rate for Incremental Load Service
Schedule SIL

SPECIAL INCREMENTAL LOAD RATE CONTRACTS

Start Date of Special Incremental Load Rate Contract	Name of Customer	Address	Term of Special Incremental Rate
January 1, 2020	Nucor Steel Sedalia, LLC	500 Rebar Rd, Sedalia, MO	10 years

FILED
Missouri Public
Service Commission
EO-2019-0244; YE-2020-0092

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of	)	
KCP&L Greater Missouri Operations Company	)	
For Approval of a Special Rate for a Facility	)	File No. EO-2019-0244
Whose Primary Industry is the Production or	)	
Fabrication of Steel in or Around Sedalia, Missouri.	)	

NON-UNANIMOUS STIPULATION AND AGREEMENT

COME NOW KCP&L Greater Missouri Operations Company ("GMO" or "Company"), the Staff ("Staff") for the Missouri Public Service Commission ("Commission"), Nucor Steel Sedalia, LLC ("Nucor"), (collectively, "Signatories") by and through their respective counsel, and for their Non-Unanimous Stipulation and Agreement ("Stipulation"), respectfully state to the Commission:

BACKGROUND

1. On July 12, 2019, GMO filed its Application requesting Commission authority for a special incremental load rate for a steel production facility in Sedalia, Missouri, along with direct testimony in support.

2. On July 22, 2019, Midwest Energy Consumers Group ("MECG") intervened.

3. On July 31, 2019, Nucor Steel Sedalia, LLC ("Nucor") intervened.

4. The Signatories agree to the following terms and conditions regarding the Application and the approval of the special incremental load rate.

AGREEMENTS

5. **Contract** – The Signatories agree that the Commission should approve the Contract between GMO and Nucor, attached to the Direct Testimony of Darrin Ives as Confidential Schedule DRI-2.

6. **Special Incremental Load Tariff –** The Signatories agree that the Special Incremental Load ("SIL") tariff attached to the Direct testimony of Darrin Ives as DRI-2, as modified and attached as Exhibit 4 to this Stipulation, should be approved by the Commission and become effective no later than January 1, 2020. Service under the SIL tariff has a term of no greater than 10 years. If an extension to the service of Nucor pursuant to the SIL tariff is not approved by the Commission, the Company will request Commission approval to serve all of GMO's retail customers with the associated wind energy used to serve Nucor and for the related costs for that wind to be recovered by the Company through its Fuel Adjustment Clause, or sell the associated wind energy to a customer or customers who wish to purchase the renewable energy resource directly. This agreement is not evidence of the prudency of GMO's or an affiliate's entry into any PPA.

7. **Cost and Revenue Tracking –** GMO will monitor and report to Staff and OPC whether the revenues received under the special contract rate cover the incremental cost of providing service to Nucor. This reporting will be submitted quarterly for the first year following the effective date of the SIL tariff and the associated contract with Nucor, bi-annually for the second and third year, and annually thereafter. The Company will solicit feedback from Staff and the Office of Public Counsel up to and including meetings to evaluate and assess the content of the reports and any changes that may be needed to Exhibit 1 as a result of that feedback. The reporting will be submitted within 15 days after each of Evergy's SEC 10-Q or 10-K filings are made and will detail Nucor-related transactions on a rolling twelve-month basis. GMO will uniquely identify and track for reporting and general rate case purposes all incremental costs

associated with serving Nucor[1]. An example of the anticipated reporting format is provided in Exhibit 1 to this Stipulation.

a. GMO will identify and isolate the plant costs to provide service to Nucor.

b. GMO will identify and isolate supply costs attributable to Nucor. At this time these costs are expected to consist of:

i. energy as obtained through the SPP integrated marketplace including applicable ancillary services and transmission costs, and all transactions associated with the renewable supply source obtained via a Power Purchase Agreement ("PPA").

ii. Incremental capacity costs acquired from third parties, including affiliates, will be determined annually in the assessment of GMO capacity requirements. The portion of GMO capacity acquired attributable to Nucor will be separately identified for inclusion in Exhibit 1. Similarly, if GMO constructs or acquires capacity during the term of the contract rather than purchasing capacity, or otherwise modifies its capacity source, capacity costs to Nucor will be calculated annually using prices as follows and be separately identified for inclusion in Exhibit 1. The accredited capacity attributable to Nucor's share of the PPA, will be netted against the capacity requirements of the Nucor load, including the SPP reserve margin requirements, prior to pricing as described above for inclusion in Exhibit 1.

[1] As provided for in Exhibit 1.

** [redacted] **

c. GMO will modify its Fuel Adjustment Clause ("FAC") accounting to ensure Nucor-related costs are not included in the FAC charge recovered from other customers. Exhibit 2 to this Stipulation details the expected modifications, including:

i. **Power Purchase Agreement Cost –** Costs to follow conventional PPA accounting, with Nucor portion tracked separately from other PPA transactions completed by the Company. Costs to be recorded to a SIL-specific 555 subaccount and identifiable to Nucor. These costs will be specifically identified in the FAC monthly reports submitted to the Commission.

ii. **Production Market Cost –** Revenue from the sale of the energy from the PPA will be tracked in a separate SIL-specific 447 subaccount and identifiable to Nucor. These revenues will be specifically identified in the FAC monthly reports submitted to the Commission. The net effect of the sale of PPA purchase and the

Nucor load are to be recorded within the SIL-specific 447 and 555 subaccounts and identifiable to Nucor.

iii. **Transmission Market Cost –** If occurring, costs would accompany the associated Southwest Power Pool ("SPP") sale or purchase transactions and are to be recorded within SIL-specific 561, 565, and 575 subaccounts and identifiable to Nucor and created for the purpose of tracking these costs. These costs will be specifically identified in the FAC monthly reports submitted to the Commission.

Load purchased for Nucor will be calculated at the five minute level, aggregated to the hour as demonstrated in Exhibit 3. Based upon GMO load node locational marginal price.

d. GMO will monitor Nucor operations and will identify additional SPP-related costs resulting from unexpected operational events. If actual Nucor load experiences a 25% deviation from the expected Nucor load for more than 4 hours and that load change is not reflected in the GMO day-ahead commitments, GMO will quantify the balancing relationship between the hourly and day-ahead prices to identify the effect of the unplanned load change to apportion any additional SPP balancing charges and will incorporate the effect attributed to Nucor into the tracking of Nucor costs. If the effect of this relationship increases costs to non-Nucor customers, the amount will be reflected in a subsequent FAC rate change filing and the portion attributed to Nucor will be identified with supporting work papers and removed from the Actual Net Energy Cost prior to the calculation of the FAC rates.

For any incremental Nucor costs not specifically listed in Exhibit 1, including GMO internal costs attributal to Nucor, the costs will be uniquely recorded after they are incurred consistent with the cause of the cost and identified as contingency cost category within Exhibit 1.

8. **Ratemaking Treatment –** At the time of a general rate proceeding the portion of GMO's revenue requirement associated with the incremental costs net of PPA net revenues to serve Nucor consistent with Exhibit 1 shall be assigned to Nucor. Nucor's rate revenues shall be reflected in GMO's net revenue requirement. If Nucor's revenues do not exceed Nucor's costs as reflected in the revenue requirement calculation through the true-up period, GMO will make an additional revenue adjustment covering the shortfall to the revenue requirement calculation through the true-up period, to ensure that non-Nucor GMO customers will be held harmless from such effects from the Nucor service. In no event shall any revenue deficiency (that is, a greater amount of Nucor incremental costs compared to Nucor revenues) be reflected in GMO's cost of service in each general rate proceeding for the duration of Nucor service during the terms of the contract between GMO and Nucor (Confidential Schedule DRI-2 of GMO witness Darrin Ives).

9. **Section 393.1655 RSMo. treatment –** The Signatories agree that because Nucor's rate will be fixed for ten years and because the incremental cost to serve Nucor will be excluded from the revenue requirement of other customers: (1) Nucor's average rate and kilowatt hours usage shall not be included in the rate limitation calculations performed under section 393.1655 RSMo.; (2) Nucor's rate shall not be affected by the rate limitation provisions of 393.1655

RSMo.; and (3) Nucor shall not be considered to be, in whole or in part, a member of GMO's large power service rate class under section 393.1655.7(4) RSMo.

10. **Operational Communications –** Under the terms of the contract between GMO and Nucor (Confidential Schedule DRI-2), Nucor is obligated to notify GMO of planned outages, including maintenance outages, to a designated representative (section 4.3). Nucor is also obligated under the contract to notify GMO of any changes or additions of equipment or operations that would result in a material changes to the Nucor facility's peak demand that could impact GMO's transmission system (section 4.4). GMO has designated and will retain for the duration of service to Nucor a Customer Solutions Manager to Nucor to receive these notices. Nucor commits to providing the above notifications and coordinating with GMO to execute planned outages to minimize the impact on the GMO system.

11. **Future Commission proceedings –** Neither the Commission, Staff, OPC nor any other party shall be prejudiced, bound by, or in any way limited in litigating the allocation, tracking, or treatment of costs or revenues associated with serving Nucor under this Stipulation and Agreement in future FAC filings and general rate proceedings before the Commission. See section 13 in General Provisions below.

GENERAL PROVISIONS

12. Contingent upon Commission approval of this Stipulation without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the testimony of their witnesses, and the witnesses of the parties who do not oppose this Stipulation, on the issues that are resolved by this Stipulation.

13. This Stipulation is being entered into solely for the purpose of settling the issues/adjustments in this case explicitly set forth above. Unless otherwise explicitly provided

herein, none of the Signatories to this Stipulation shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, method of cost determination or cost allocation or revenue-related methodology.

14. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same. No Signatory shall assert the terms of this agreement as a precedent in any future proceeding.

15. This Stipulation has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

16. This Stipulation embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein, and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

17. If approved and adopted by the Commission, this Stipulation shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Stipulation and the operation of this Stipulation according to its terms.

18. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this

Stipulation nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2) the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

19. If the Commission accepts the specific terms of this Stipulation without condition or modification, only as to the issues in these cases explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Stipulation.

WHEREFORE, the Signatories respectfully request the Commission to issue an order in this case approving the Stipulation subject to the specific terms and conditions contained therein.

Respectfully submitted,

/s/ Roger W. Steiner

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 19th day of September 2019.

/s/ Roger W. Steiner
Roger W. Steiner

Exhibit 1

Evergy Missouri West
NUCOR
Tracking Report
Period Ending March 31, 2020

CONFIDENTIAL

Rate Base:				
Plant in Service	End of Period	XX,XXX,XXX		
Less: Reserve for Depreciation	End of Period	X,XXX		
Net Plant in Service			XX,XXX,XXX	
Less:				
Accumulated Deferred Income Taxes	End of Period		XX,XXX	
NUCOR Rate Base			XX,XXX	
Current Month Rate of Return			X.XX%	
Rate of Return on Rate Base				XX,XXX
Net Cost of Service:	Rolling 12 Months			
Purchased Power			XXX.XXX	
Customer Event Balancing			XX,XXX	
Other Sales for Resale			(XXX.XXX)	
Transmission Costs			XX,XXX	
Net Capacity Costs			XX,XXX	
Administration Costs			X,XXX	
Other Contingency Costs:				
REC Fees			XXX	
Maintenance/Other O&M			XXX	
Depreciation			XXX	
X			XXX	
Y			XXX	
Z			XXX	
Net Cost of Service				XXX,XXX
Total Cost - NUCOR				XXX,XXX
NUCOR Revenue				(XXX,XXX)
(Over)/Under Recovered				XXX,XXX

Overall Cost of Capital (Evergy Missouri West)	Amount '($ in 000's)	Percent	Cost	Weighted Cost
Long Term Debt	X,XXX,XXX	XX.XX%	X.XX%	X.XX%
Common Equity	X,XXX,XXX	XX.XX%	9.50%	X.XX%
Total Overall Capital	X,XXX,XXX	100.00%		X.XX%

Note: The indicated ROE value of 9.50% will be fixed until GMO's next general rate case. All other amounts will represent GMO's actual costs associated with service to Nucor.

Exhibit 2

Kansas City Power & Light Company - GMO					
FAC Calculation					
Before Wind Farm					
All numbers are hypothetical for illustration purposes only					
Account	**GMO**				
Total Production Fuel (Fuel Operations)	7,341,235.78				
Less: Fuel Handling	332,128.39				
Less: 557100	2,591,314.70				
Less: Labor Residuals 501420	-				
Less: Labor in Residuals 501400	1,076.52				
Less: Steam Operations 501700 (501730-501734)	568,940.68				
Less: Natural Gas Demand 501000 RES 6025 (501228)	17,943.06				
Less: Natural Gas Demand 547027	285,842.34				
Less: Landfill Gas 547000 RES 6036	-				
Less: Unit Train BIT 501000 RES 6003 (501028)	-				
Less: Unit Train PRB 501000 RES 6008 (501029)	71,919.20				
Less: Book 11 Fuel 501033	-				
Less: RECs 509000 RES 6070 (509500)	-				
Plus: RECs sold 509000 RES 6174 (509500)	-				
Less: Book 11 Fuel 547033	-				
Total Fuel and Emissions (FC + EC)	**3,472,070.89**				
Total Purchased Power	12,132,424.20				
Less: Purchased Power -Nucor	487,667.11				
Less: Capacity 555005	2,578.13				
Plus: Short Term Capacity (Query)	-				
Less: Book 11 555032	-				
Total Purchased Power (PP)	**11,642,178.96**				
Total Transmission (565)	2,796,351.19				
Less: Historical Z2 (Query)	-				
Less: Non-recoverable SPP schedules	-				
Less: Crossroads (Query)	777,654.84			SPP Transmission (Query)	1,978,923.08
Less: 52.80% of SPP Transmission	1,016,554.41			Less: Transmission -Nucor	53,630.64
Total Transmission (TC)	**1,002,141.94**			Eligible SPP Transmission	1,925,292.44
				47.20% of SPP Transmission	908,738.03
Total Wholesale Sales	(2,036,337.39)				1,016,554.41
Other Sales for Resale-Nucor	-				
Other Sales for Resale-Municipals 447103	(68,857.76)				
Other Sales for Resale-Private Utilities 447101	(921.53)				
Less: Book 11 Sales 447031	-				
Less: Book 11 Sales 447032	-				
Less: Book 11 Sales 447034	-				
Total Off System Sales Revenue (OSSR)	**(1,966,558.10)**				
TEC (FC+EC+PP-OSSR)	14,149,833.69				
Retail Sales	596,523,014.03				
Other Sales for Resale-Municipals	1,147,431.00				
Sales -Nucor	(20,311,000.00)				
Other Sales for Resale-Border	37,288.02				
Estimated Losses	40,326,288.56				
Est. Losses - Prior Period Corr.	(4,379,103.00)				
Unaccounted for kWh	-				
Used by Company	1,377,081.00				
kWh Net System Input	614,720,999.61				
Base Energy Cost	0.0224				
Total Base Energy Cost	**13,769,750.39**				
(TEC - B)	380,083.30				
(TEC - B) * 5%	19,004.17				
(TEC - B) * 95%	361,079.14				
Revenue Mwh	596,523,014.03				
Residential	215,695,533.01	0.37			
Commercial	219,250,635.14	0.38			
Industrial (less Nucor)	139,549,922.56	0.24			
Streetlights	1,715,923.32	0.00		Industrial	159,860,922.56
Gov't-Other	-	-		Nucor	20,311,000.00
Total CIS+	576,212,014.03				
Municipals	1,147,431.00	0.00			
Total	577,359,445.03	1.00			
Residential	134,895.45				
Commercial	137,118.79				
Industrial	87,274.17				
Streetlights	1,073.13				
Gov't-Other	-				
Total CIS+	360,361.54				
Municipals	717.60				
Total	361,079.14				

Exhibit 2 (continued)

Kansas City Power & Light Company - GMO					
FAC Calculation					
After Wind Farm					
All numbers are hypothetical for illustration purposes only					
Account	**GMO**				
Total Production Fuel (Fuel Operations)	7,341,235.78				
Less: Fuel Handling	332,128.39				
Less: 557100	2,591,314.70				
Less: Labor Residuals 501420	-				
Less: Labor in Residuals 501400	1,076.52				
Less: Steam Operations 501700 (501730-501734)	568,940.68				
Less: Natural Gas Demand 501000 RES 6025 (501228)	17,943.06				
Less: Natural Gas Demand 547027	285,842.34				
Less: Landfill Gas 547000 RES 6036	-				
Less: Unit Train BIT 501000 RES 6003 (501028)	-				
Less: Unit Train PRB 501000 RES 6008 (501029)	71,919.20				
Less: Book 11 Fuel 501033	-				
Less: RECs 509000 RES 6070 (509500)	-				
Plus: RECs sold 509000 RES 6174 (509500)	-				
Less: Book 11 Fuel 547033	-				
Total Fuel and Emissions (FC + EC)	**3,472,070.89**				
Total Purchased Power	11,930,945.92				
Less: Purchased Power -Nucor	286,188.83				
Less: Capacity 555005	2,578.13				
Plus: Short Term Capacity (Query)	-				
Less: Book 11 555032	-				
Total Purchased Power (PP)	**11,642,178.96**				
Total Transmission (565)	2,796,351.19				
Less: Historical Z2 (Query)	-				
Less: Non-recoverable SPP schedules	-				
Less: Crossroads (Query)	777,654.84			SPP Transmission (Query)	1,978,923.08
Less: 52.80% of SPP Transmission	1,016,554.41			Less: Transmission -Nucor	53,630.64
Total Transmission (TC)	**1,002,141.94**			Eligible SPP Transmission	1,925,292.44
				47.20% of SPP Transmission	908,738.03
Total Wholesale Sales	(2,036,337.39)				1,016,554.41
Other Sales for Resale-Nucor	-				
Other Sales for Resale-Municipals 447103	(68,857.76)				
Other Sales for Resale-Private Utilities 447101	(921.53)				
Less: Book 11 Sales 447031	-				
Less: Book 11 Sales 447032	-				
Less: Book 11 Sales 447034	-				
Total Off System Sales Revenue (OSSR)	**(1,966,558.10)**				
TEC (FC+EC+PP-OSSR)	14,149,833.69				
Retail Sales	596,523,014.03				
Other Sales for Resale-Municipals	1,147,431.00				
Sales -Nucor	(20,311,000.00)				
Other Sales for Resale-Border	37,288.02				
Estimated Losses	40,326,288.56				
Est. Losses - Prior Period Corr.	(4,379,103.00)				
Unaccounted for kWh	-				
Used by Company	1,377,081.00				
kWh Net System Input	614,720,999.61				
Base Energy Cost	0.0224				
Total Base Energy Cost	**13,769,750.39**				
(TEC - B)	380,083.30				
(TEC - B) * 5%	19,004.17				
(TEC - B) * 95%	361,079.14				
Revenue Mwh	596,523,014.03				
Residential	215,695,533.01	0.37			
Commercial	219,250,635.14	0.38			
Industrial (less Nucor)	139,549,922.56	0.24			
Streetlights	1,715,923.32	0.00		Industrial	159,860,922.56
Gov't-Other	-	-		Nucor	20,311,000.00
Total CIS+	576,212,014.03				
Municipals	1,147,431.00	0.00			
Total	577,359,445.03	1.00			
Residential	134,895.45				
Commercial	137,118.79				
Industrial	87,274.17				
Streetlights	1,073.13				
Gov't-Other	-				
Total CIS+	360,361.54				
Municipals	717.60				
Total	361,079.14				

Exhibit 2 (continued)

Scenario A (After Wind Farm)

All numbers are hypothetical for illustration purposes only				
Inputs:				
Wind Farm Purchase (MWh)	26,828			
Nucor Load Purchases (MWh)	20,311			
Wind Farm Contract Price	$ 16.50			
GMO Load Purchase Price	$ 24.01			
Nucor Retail Rate	$ 35.00			
Hourly Energy Calculations			**Journal Entries**	
Wind Farm Purchase by GMO to Developer				
Wind Farm Purchase (MWh)	26,828		Dr. 555xxx	442,662
Wind Farm Contract Price	$ 16.50		Cr 232xxx	(442,662)
	$ 442,662			
GMO sells wind MWH to SPP at load node (BSS)				
SPP BSS Settlement (MWh)	(26,828)		Dr 143xxx	644,140
Load node Price	$ 24.01		Cr 447xxx	(644,140)
	$ (644,140)		SPP Netting FERC Order 668	
			Dr. 447xxx	644,140
			Cr. 555xxx	(644,140)
GMO purchases all Load from SPP (including Nucor				
Nucor Load Purchases (MWh)	20,311		Dr 555xxx	487,667
GMO Purchase Price	$ 24.01		Cr 232xxx	(487,667)
	487,667			
GMO Retail Transactions				
Nucor Load Purchases (MWh)	20,311		Dr 142xxx	710,885
Retail Rate	$ 35.00		Cr 442xxx	(710,885)
	$ 710,885			
Monthly Calculations				
Example:				
GMO load for May (MWh)	635,032			
Nucor monthly usage (MWh)	20,311			
Nucor's Percentage of Load	0.032			
GMO monthly load (Mw)	2,179			
Nucor monthly load (Mw)	59			
Nucor's Percentage of Load	0.027			
SPP Transmission charges driven by load				
Fee Type	Admin	Sched 11	Sched 12	Z2
Fee Amount	$ 461,693	$ 1,974,154	$ 65,382	$ 4,096
Ratio	0.032	0.027	0.027	0.032
Nucor Share	$ 14,774	$ 53,500	$ 1,772	$ 131
Eligible to include in FAC	$ -	$ 1,920,654	$ -	$ 3,965
FAC%	47.2%	47.2%	47.2%	47.2%
Included in FAC	$ -	$ 906,549	$ -	$ 1,872

Wind farm purchase is at GMO load node so no TCRs or ARRs or network service is required.

Scenario B (Before Wind Farm)

All numbers are hypothetical for illustration purposes only				
Inputs:				
Wind Farm Purchase (MWh)	0			
Nucor Load Purchases (MWh)	20,311			
Wind Farm Contract Price	$ 16.50			
GMO Load Purchase Price	$ 24.01			
Nucor Retail Rate	$ 35.00			
Hourly Energy Calculations			**Journal Entries**	
Wind Farm Purchase by GMO to Developer				
Wind Farm Purchase (MWh)	-		Dr. 555xxx	-
Wind Farm Contract Price	$ 16.50		Cr 232xxx	-
	$ -			
GMO sells wind MWH to SPP at load node (BSS)				
SPP BSS Settlement (MWh)	-		Dr. 143xxx	-
Load node Price	24.01		Cr. 447xxx	-
	-		SPP Netting FERC Order 668	
			Dr. 447xxx	-
			Cr. 555xxx	-
GMO purchases all Load from SPP (including Nucor				
Nucor Load Purchases (MWh)	20,311		Dr 555xxx	487,667
GMO Purchase Price	$ 24.01		Cr 232xxx	(487,667)
	487,667			
GMO Retail Transactions				
Nucor Load Purchases (MWh)	20,311		Dr 142xxx	710,885
Retail Rate	$ 35.00		Cr 442xxx	(710,885)
	$ 710,885			
Monthly Calculations				
Example:				
GMO load for May (MWh)	635,032			
Nucor monthly usage (MWh)	20,311			
Nucor's Percentage of Load	0.032			
GMO monthly load (Mw)	2,179			
Nucor monthly load (Mw)	59			
Nucor's Percentage of Load	0.027			
SPP Transmission charges driven by load				
Fee Type	Admin	Sched 11	Sched 12	Z2
Fee Amount	$ 461,693	$ 1,974,154	$ 65,382	$ 4,096
Ratio	0.032	0.027	0.027	0.032
Nucor Share	$ 14,774	$ 53,500	$ 1,772	$ 131
Eligible to include in FAC	$ -	$ 1,920,654	$ -	$ 3,965
FAC%	47.2%	47.2%	47.2%	47.2%
Included in FAC	$ -	$ 906,549	$ -	$ 1,872

Wind farm purchase is at GMO load node so no TCRs or ARRs or network service is required.

Exhibit 3

SPP hourly load purchases — **Load purchased for Nucor will be calculated at the 5 minute level, aggregated to the hour per the example below.**

GMO Load Hub

All numbers are hypothetical for illustration purposes only

GMO Load Point	Year	Month	Day	HE	DA Load (MWh)	DA LMP ($/MWh)	DA Charges Load ($)	RT Meter Load (MWh)	RT LMP ($/MWh)	RT Charges Load ($)	RT Load MWh	Load $	Load $/MWH
MPS_MPS	2019	May	1	1	713	$24.97	($17,807)	689.7541667	$18.33	$448	689.75	$ 17,358.62	25.166
MPS_MPS	2019	May	1	2	684	$22.47	($15,370)	668.5195833	$19.84	$307	668.52	$ 15,063.71	22.533
MPS_MPS	2019	May	1	3	669	$22.98	($15,374)	655.59425	$18.62	$250	655.59	$ 15,123.86	23.069
MPS_MPS	2019	May	1	4	664	$23.08	($15,326)	657.6149167	$19.35	$123	657.61	$ 15,202.98	23.118
MPS_MPS	2019	May	1	5	680	$24.59	($16,722)	682.0743333	$19.32	($43)	682.07	$ 16,765.28	24.580
MPS_MPS	2019	May	1	6	733	$28.55	($20,925)	720.4675833	$44.02	($97)	720.47	$ 21,021.52	29.178
MPS_MPS	2019	May	1	7	814	$36.38	($29,616)	803.52725	$40.66	$881	803.53	$ 28,735.48	35.762
MPS_MPS	2019	May	1	8	857	$38.84	($33,288)	842.016	$23.55	$354	842.02	$ 32,934.08	39.113
MPS MPS	2019	May	1	9	873	$41.43	($36 169)	844.2758333	$23.53	$676	844.28	$ 35 493.34	42.040
MPS_MPS	2019	May	1	10	880	$42.30	($37,226)	850.3253333	$25.82	$763	850.33	$ 36,463.12	42.881
MPS_MPS	2019	May	1	11	887	$43.34	($38,444)	847.0004167	$26.69	$1,068	847.00	$ 37,375.81	44.127
MPS_MPS	2019	May	1	12	887	$43.48	($38,567)	839.5871667	$27.17	$1,283	839.59	$ 37,284.13	44.408
MPS_MPS	2019	May	1	13	867	$44.49	($38,575)	833.6218333	$26.60	$886	833.62	$ 37,689.18	45.211
MPS_MPS	2019	May	1	14	846	$44.12	($37,326)	835.8728333	$27.03	$271	835.87	$ 37,055.64	44.332
MPS_MPS	2019	May	1	15	849	$41.33	($35,089)	831.39175	$25.77	$454	831.39	$ 34,634.83	41.659
MPS_MPS	2019	May	1	16	861	$40.59	($34,945)	831.0279167	$28.49	$855	831.03	$ 34,089.56	41.021
MPS_MPS	2019	May	1	17	875	$40.08	($35,071)	839.6754167	$24.48	$865	839.68	$ 34,206.18	40.737
MPS_MPS	2019	May	1	18	908	$36.13	($32,804)	847.0579167	$21.29	$1,296	847.06	$ 31,508.40	37.197
MPS_MPS	2019	May	1	19	911	$33.42	($30,445)	850.9856667	$21.22	$1,273	850.99	$ 29,171.83	34.280
MPS_MPS	2019	May	1	20	970	$35.95	($34,874)	854.0291667	$26.16	$3,027	854.03	$ 31,846.86	37.290
MPS_MPS	2019	May	1	21	969	$39.00	($37,786)	874.2036667	$26.42	$2,504	874.20	$ 35,282.00	40.359
MPS_MPS	2019	May	1	22	931	$32.46	($30,217)	842.4994167	$21.92	$1,866	842.50	$ 28,350.24	33.650
MPS_MPS	2019	May	1	23	846	$27.08	($22,907)	771.5226667	$22.89	$1,686	771.52	$ 21,220.81	27.505
MPS_MPS	2019	May	1	24	763	$20.81	($15,877)	711.3428333	$15.68	$844	711.34	$ 15,032.43	21.132

SPP 5 minute load purchases

GMO Load Hub

All numbers are hypothetical for illustration purposes only

ReportingID	Year	Month	Day	HE	Minutes	DA Charges Load ($)	DA Load (MWh)	RT Meter Load (MWh)	RT Charges Load ($)
MPS_MPS	2019	May	1	1	0	($17,807)	713	705	$14
MPS_MPS	2019	May	1	1	5	$0	713	704	$4
MPS_MPS	2019	May	1	1	10	$0	713	697	$20
MPS_MPS	2019	May	1	1	15	$0	713	696	$27
MPS_MPS	2019	May	1	1	20	$0	713	696	$28
MPS_MPS	2019	May	1	1	25	$0	713	687	$46
MPS_MPS	2019	May	1	1	30	$0	713	688	$40
MPS_MPS	2019	May	1	1	35	$0	713	684	$49
MPS_MPS	2019	May	1	1	40	$0	713	682	$52
MPS_MPS	2019	May	1	1	45	$0	713	679	$58
MPS_MPS	2019	May	1	1	50	$0	713	679	$56
MPS_MPS	2019	May	1	1	55	$0	713	680	$54
									$448

Special Rate for Incremental Load Service
Schedule SIL

PURPOSE:

This rate schedule is designed to provide certain Customers with new or incremental increases in load access to a special rate that is not based on the Company's cost of service like generally available tariff rates, but is designed to recover no less than the incremental costs of serving the new load. The Customer load will be served primarily by renewable energy resources separate from energy resources used to serve general customers of the Company.

AVAILABILITY:

This special rate is available to customers with new, incremental load who:

- Have a facility whose primary industry is the smelting of aluminum and primary metals, (Standard Industrial Classification Code 3334) or
- Have a facility whose primary industry is the production or fabrication of steel (North American Industrial Classification System 331110) or
- Operate a facility with an increase in load equal to or in excess of a monthly demand of fifty megawatts

Each customer must demonstrate the new, incremental load can:

- Show a competitive need, documenting the facility would not commence operations absent the special rate,
- Show the special rate is in the interest of the state of Missouri when considering the interests of the customers of the Company, considering the incremental cost of serving the facility to receive the special rate, and the interests of the citizens of the state generally in promoting economic development, improving the tax base, providing employment opportunities in the state, and promoting such other benefits to the state as the commission may determine are created by approval of the special rate

This rate is not available for standby, breakdown, supplementary, maintenance or resale service except as noted below. Sub-metering or the reselling of electricity is prohibited.

Availability of service under this tariff may be limited by the Company due to constraints with, or protection for, Company generation resources or the transmission grid.

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.

Service under this tariff shall be excluded from projected energy calculations used to establish charges under Riders FAC and RESRAM, and programs offered pursuant to the Missouri Energy Efficiency Investment Act, unless otherwise ordered by the Commission when approving a contract for service under this tariff.

Special Rate for Incremental Load Service
Schedule SIL

TERMS & CONDITIONS:

Service under this rate schedule requires a written contract between the Company and the Customer. Each Special Incremental Load Rate Contract shall collect at least the incremental cost incurred by the Company to serve the Customer. Incremental costs shall be calculated, and profitability must be demonstrated at the time the contract is approved to confirm that revenues to be received from Customers under this Schedule are expected to be sufficient to cover the Company's increased costs to offer service pursuant to each Special Incremental Load Rate Contract. All charges for service under this rate schedule shall be limited to the charges contained in the contract between the Company and the Customer.

CONTRACT DOCUMENTATION:

At least 60 days prior to the effective date of the Special Incremental Load Rate Contract, the Company will file the individual Special Incremental Load Rate Contract and supporting documentation with the Commission for approval. The supporting documentation will include the following items:

1. Customer Needs: Company shall provide a narrative description of the reasons why the Special Incremental Load Rate is necessary for this Customer.

2. Customer Alternatives: Company shall describe competitive alternatives available to the Customer.

3. Incremental Costs: Company shall quantify the expected incremental cost associated with the Special Incremental Load Rate Contract Customer.

4. Profitability: Company shall quantify the expected profitability of the Special Incremental Load Rate Contract as the difference between the revenues expected to be generated from the pricing provisions in the Special Incremental Load Rate Contract compared to Company's expected incremental costs. All significant assumptions shall be identified that affect this quantification.

5. Other Ratepayer Benefits: Company shall quantify the benefits that it believes will accrue to other ratepayers from the Special Incremental Load Rate Contract. All significant assumptions shall be identified that affect this quantification.

6. Other Economic Benefits to the Area: the Company and/or local economic development agency shall quantify the economic benefits to the state, metropolitan area, and/or local area that Company projects to be realized as a result of the Special Incremental Load Rate Contract. The Company will also file an affidavit from the state, metropolitan area and/or local area economic development agency that is also providing benefits to the customer.

Special Rate for Incremental Load Service
Schedule SIL

TERM:

The initial term may vary for each customer served under this rate schedule but in no instance, should the term be greater than ten (10) years. Prior to the end of the term, the Company and Customer will work together to evaluate an extension of the term and if mutually appropriate, work together to secure any required approvals for an extension of the term. Each subsequent extension shall not exceed an additional ten (10) years.

SPECIAL RATE, PROVISIONS, AND TERMS:

1. The Special Incremental Load Rate will be determined for each Customer based on expected loads and the renewable energy resource planned to serve the Customer. Details about the rate including all terms and conditions related to the Special Incremental Load Rate will be documented through a Special Incremental Load Rate Contract.

2. The Special Incremental Load Rate will be designed to recover no less than the incremental cost to serve the Customer over the term of the Special Incremental Load Rate Contract. Non-participating customers shall be held harmless from any deficit in revenues provided by any customer served under this tariff.

3. All Special Incremental Load Rate Contracts executed under this tariff will include the following provisions:
   a. Special Rate – details about the structure and rate to be paid by the Customer.
   b. Agreement Term – clear identification of the dates associated with the Special Rate, particularly the start date for contract term.
   c. Confidentiality – terms to establish protections needed to protect data under competitive conditions.
   d. Operational Parameters – details about the expected operation of the facility to be served.

4. The Company will make provisions to uniquely identify the costs and revenues for each respective Special Incremental Load Rate Contract within its books and records. This information will be available to support periodic reporting as ordered by the Commission. At the time of a general rate proceeding the portion of the Company's revenue requirement associated with the incremental costs net of PPA net revenues to serve the Customer shall be assigned to the Customer. The Customer's rate revenues shall be reflected in Company's net revenue requirement. If the Customer's rate revenues do not exceed the incremental cost to serve the Customer as reflected in the revenue requirement calculation, the Company shall make an additional revenue adjustment covering the shortfall to the revenue requirement calculation through the true-up period, to ensure that non-Schedule SIL customers will be held harmless from such effects from the service under Schedule SIL. In no event shall any revenue deficiency (that is, a greater amount of the Customer's incremental costs compared to the Customer's revenues) be reflected in the Company's cost of service in each general rate proceeding for the duration of service to the Customer(s) during the terms of the contract between Company and Customer served under this tariff.

REGULATIONS:

Subject to Rules and Regulations filed with the State Regulatory Commission.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 ______ Original Sheet No. 157.3

Canceling P.S.C. MO. No. 1 ______ Original Sheet No. ______

For Missouri Retail Service Area

Special Rate for Incremental Load Service
Schedule SIL

SPECIAL INCREMENTAL LOAD RATE CONTRACTS:

Start Date of Special Incremental Load Rate Contract	Name of Customer	Address	Term of Special Incremental Rate
January 1, 2020	Nucor Steel Sedalia, LLC	500 Rebar Rd, Sedalia, MO	10 years

SCHEDULES BF-5 THRU BF-6
ARE CONFIDENTIAL IN THEIR
ENTIRETY

THEY CONTAIN INFORMATION
NOT AVAILBLE TO THE PUBLIC.

ORIGINALS FILED UNDER SEAL

Evergy Metro, Inc. d/b/a Evergy Missouri Metro and
Evergy Missouri West, Inc. d/b/a Evergy Missouri West

Docket No.: EO-2026-0129
Date: December 18, 2025

CONFIDENTIAL INFORMATION

The following information is provided to the Missouri Public Service Commission under CONFIDENTIAL SEAL:

Document/Page	**Reason for Confidentiality from List Below**
File Direct, p. 7, ln. 20	3,4, and 6
File Direct, p. 8, lns. 1-3	3,4, and 6
File Direct, p. 10, lns. 9-10	3,4, and 6
Schedule BF-1 thru 2	3,4, and 6
Schedule BF-4 thru 6	3,4, and 6

Rationale for the “confidential” designation pursuant to 20 CSR 4240-2.135 is documented below:

1. Customer-specific information;
2. Employee-sensitive personnel information;
3. Marketing analysis or other market-specific information relating to services offered in competition with others;
4. Marketing analysis or other market-specific information relating to goods or services purchased or acquired for use by a company in providing services to customers;
5. Reports, work papers, or other documentation related to work produced by internal or external auditors, consultants, or attorneys, except that total amounts billed by each external auditor, consultant, or attorney for services related to general rate proceedings shall always be public;
6. Strategies employed, to be employed, or under consideration in contract negotiations;
7. Relating to the security of a company's facilities; or
8. Concerning trade secrets, as defined in section 417.453, RSMo.
9. Other (specify) ____.

Should any party challenge the Company’s assertion of confidentiality with respect to the above information, the Company reserves the right to supplement the rationale contained herein with additional factual or legal information.