

Public Version

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MISSOURI PUBLIC SERVICE COMMISSION

CASE NOS.: EO-2026-0129

SURREBUTTAL TESTIMONY

OF

BRIAN A. FILE

ON BEHALF OF

EVERGY MISSOURI WEST

**Kansas City, Missouri
April 2026**

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SURREBUTTAL TESTIMONY

OF

BRIAN A. FILE

Case No. EO-2026-0129

I. INTRODUCTION

1 **Q: Please state your name and business address.**

2 A: My name is Brian A. File. My business address is 1200 Main, Kansas City, Missouri
3 64105.

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

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

9 **Q: On whose behalf are you testifying?**

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

11 **Q: Are you the same Brian A. File who submitted direct testimony in this docket on**
12 **December 18, 2025?**

13 A: Yes.

14 **Q: What is the purpose of your surrebuttal testimony?**

15 A: The purpose of my surrebuttal testimony is to respond to Staff’s claims that allowing Nucor
16 to participate prospectively in Evergy Missouri West’s demand response programs would
17 contradict the Schedule SIL hold-harmless protections, would fail to provide benefits to
18 non-Nucor customers, or should occur only through a non-MEEIA construct.

1 **II. NUCOR'S PARTICIPATION DOES NOT CONTRADICT THE SIL'S HOLD-**
2 **HARMLESS PROVISION**

3 **Q: Staff witness Tevie asserts that Nucor would receive approximately \$1.14 million**
4 **annually as a bill discount under the current proposal, which he characterizes as**
5 **being paid directly by non-Nucor ratepayers and as directly contradicting the hold-**
6 **harmless provision. Do you agree that this contradicts the hold-harmless provision?**

7 **A:** No. Nucor would receive the monetary benefit in return for the specific activity of
8 participating in BDR that it otherwise would not do, just like every other participant in
9 demand response programs. It is appropriate that Nucor receives additional compensation
10 for additional participation consistent with MEEIA and it is not tied in any way to the
11 establishment of their SIL contract pricing. As I indicated in my Direct testimony, based
12 on historical performance these associated benefits dwarf any related costs related to
13 Nucor's participation in MEEIA demand response programs:

14 For the 2021 and 2022 program years, Nucor Sedalia's verified peak
15 demand reductions of over ****** **■** ****** MW each year resulted in avoided
16 capacity cost benefits to all MO West customers totaling over \$2.5 Million.

17 ****** **■**
18 ****** These
19 calculations are based on third-party measured and verified demand
20 reductions (see Schedule BF-5) and Commission-approved avoided
21 capacity costs.

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1 **III. CUSTOMERS HAVE AND WOULD RECEIVE AVOIDED CAPACITY-COST**
2 **BENEFITS FROM NUCOR’S PARTICIPATION**

3 **Q: Staff witness Kiesling rejects your assertion that customers would receive more than**
4 **\$2.5 million in avoided capacity-cost benefits from Nucor’s participation. He states**
5 **that there are no supporting workpapers or other documentation substantiating that**
6 **claim. Is there support for this \$2.5 million claim of avoided capacity-cost benefits?**

7 **A:** Yes. MEEIA Cycle 3 avoided costs used in this calculation were approved in the March
8 2020 Commission Order¹ .(“Order”) The Order specifically outlined the reasoning behind
9 the approved set of avoided capacity cost figures after substantial testimony on the record
10 in the case. The multiplication of the avoided capacity costs set for that calendar year, and
11 the amount of MW reduction provided by Nucor results in the \$2.5 Million of benefits
12 described.

13 **Q: Did the Commission approve an avoided capacity cost value for MEEIA Cycle 4?**

14 **A:** Yes. While not explicit in the way MEEIA Cycle 3 was outlined in the Order, implicitly
15 the MPSC approved the avoided costs by approving the Cycle 4 Stipulation and Agreement
16 that was based on Evergy’s initial filing for MEEIA Cycle 4 which included a set of
17 avoided costs to calculate cost benefit tests. Additionally, Evergy’s avoided cost values
18 will be utilized in the forthcoming EM&V report for PY1 (2025) conducted by PSC Staff’s
19 new third-party auditor, expected later in 2026.

¹ See, File No. EO-2019-0132, Amended Report and Order (March 11, 2020), p. 28, paragraph 1.

1 **IV. NUCOR’S PARTICIPATION DOES NOT INAPPROPRIATELY SHIFT COSTS**
2 **TO OTHER CUSTOMERS, BUT INSTEAD REDUCES COSTS FOR OTHER**
3 **CUSTOMERS**

4 **Q: Staff Witness Kiesling states at p. 6 that because Nucor is the only Schedule SIL**
5 **customer, does not currently pay the DSIM charge, and would still generate BDR**
6 **program costs if admitted, Staff does not know how those costs would be redistributed**
7 **and cautions that they could produce additional charges for other EMW ratepayers.**
8 **Similarly, Staff witness Tevie at pp. 3-4 asserts that if Nucor participates in the**
9 **MEEIA business demand-response program, Nucor receives the benefit of a**
10 **discounted bill while the costs are borne by other ratepayers. Does this create an issue**
11 **inconsistent with existing MEEIA policy?**

12 **A:** No. In this scenario, and related to the testimony of Staff witnesses Kiesling and Tevie,
13 Staff witness Hull’s rebuttal testimony at pages 4-5 describes Nucor essentially as an “opt-
14 out” customer. Contrary to Staff’s assertion that this would create an inappropriate
15 situation, the Commission has previously ruled in Evergy’s²MEEIA Cycle 3 case that opt-
16 out customers still have a right to participate in MEEIA demand response programs even
17 if they are not paying the DSIM charge. The Commission has previously determined that
18 the business demand response program is an interruptible or curtailable program. Section
19 393.1075.10 RSMo. states that customers opting not to participate in funding MEEIA
20 programs shall still be allowed to participate in interruptible or curtailable rate schedules
21 or tariffs. Testimony in that case supports the Business Demand Response program as
22 being interruptible or curtailable. The Commission determines from the description of the

² MEEIA Cycle 3 EO-2019-0132 March 11, 2020, Order, p. 30.

1 program that it is an interruptible or curtailable program and that opt-out customers shall
2 be allowed to participate in the Business Demand Response program.

3 **Q: Staff witness Tevie suggests that Nucor's participation in the MEEIA Business**
4 **Demand Response program would not materially reduce the purchased-power**
5 **expense unless EMW were able to call long events frequently and Nucor did not shift**
6 **production into non-event hours. Is this a relevant concern?**

7 A: No. That is not the primary value proposition Evergy and its customers get from Nucor's
8 participation in MEEIA BDR. The value we get from Nucor's participation is accounted
9 for in SPP's resource adequacy requirements for Evergy. That is, when Evergy turns in its
10 resource adequacy workbooks to SPP, the tested value of MW reduced by Nucor in the
11 summer period reduced the amount of generation needs per the planning processes. In
12 addition, Company witness Nunn addresses at p. 5 of her testimony how capacity needs
13 are handled for Nucor in accordance with the Non-Unanimous Stipulation and Agreement
14 approved in Case No. EO-2019-0244.

15 **Q: Staff witness Tevie makes an observation that the Company proposes to pay Nucor a**
16 **MEEIA incentive equivalent to the assumed annual capacity cost in the 2019 S&A**
17 **while still incurring whatever actual capacity costs are required to serve Nucor. Does**
18 **this MEEIA incentive payment have anything to do with the assumed annual capacity**
19 **cost in the 2019 S&A?**

20 A: No. The incentive payment is a completely separate issue and based on EMW receiving
21 additional MW capacity value in SPP submitted resource adequacy workbooks from
22 demand response participation. The MEEIA incentive rate is what Evergy pays all MEEIA

1 BDR participants based on the value they provide for participation and was established in
2 the MEEIA 4 docket. Any similarity between these dollar amounts is purely coincidental.

3 **Q: Staff witness Tevie suggests that EMW should identify actual generation projects or**
4 **capacity purchases that would be avoided for the benefit of non-Nucor ratepayers,**
5 **and Staff witness Kiesling alleges that non-Nucor ratepayers will not benefit unless**
6 **EMW can show that Nucor's participation actually avoids incremental capacity**
7 **purchases or reduces the amount of new generation needed to serve customers. Is this**
8 **accurate?**

9 A: No. First, the primary value received from Nucor's participation in the MEEIA BDR
10 program is for EMW to get resource adequacy credit from SPP towards the capacity MW
11 EMW must have to meet the needs of its customers. This contribution of MW attributed to
12 Nucor demand response reduces the MW that we need to account for that summer either
13 through capacity contracts or other generation in order to meet our resource adequacy
14 requirements for that season.

15 Second, EMW's IRP modeling uses MEEIA program MW reductions as inputs to
16 the model, which impacts the portfolio plans that are produced. To my understanding, it
17 does not necessarily identify specific generation projects that are singled out as being
18 chosen or not chosen but rather impacts the resource portfolio mix and timing. Third, the
19 Commission already approved as part of the MEEIA Cycle 4 budget for Evergy Missouri
20 West to sign up customers and participate in demand response activities up to a certain
21 amount of MW. Said another way, the Commission approved Evergy to obtain demand
22 response MW capacity value from our customers in the MEEIA Business Demand

1 Response program and Nucor’s participation would fall under that approved structure and
2 total level of MW and budget to obtain that participation.

3 Lastly, the Commission has already found in the conclusion of law section of the
4 Report and Order in Evergy’s MEEIA Cycle 3 application (EO-2019-0132) , that
5 “Nowhere does the MEEIA statute say that a supply-side resource must be avoided or
6 deferred³.” This conclusion is in direct conflict with Staff’s position of needing to point to
7 a specific resource avoided or deferred in order to show value from demand response
8 activities to customers.

9 **V. NUCOR’S LOAD IS NOT A BASIS TO DISQUALIFY IT FROM DEMAND**
10 **RESPONSE PARTICIPATION**

11 **Q: Staff witness Tevie suggests Nucor is not a good candidate for demand response**
12 **because Nucor’s load is highly flexible which makes establishing a baseline load**
13 **forecast difficult, and load forecast is critical because it determines whether EMW**
14 **can reasonably measure the demand reduction that would be produced by a demand-**
15 **response event. Is there any merit to this concern?**

16 **A:** No. First, SPP currently determines capacity MW attributable to Nucor participation based
17 on tests completed and submitted to SPP prior to the summer season.

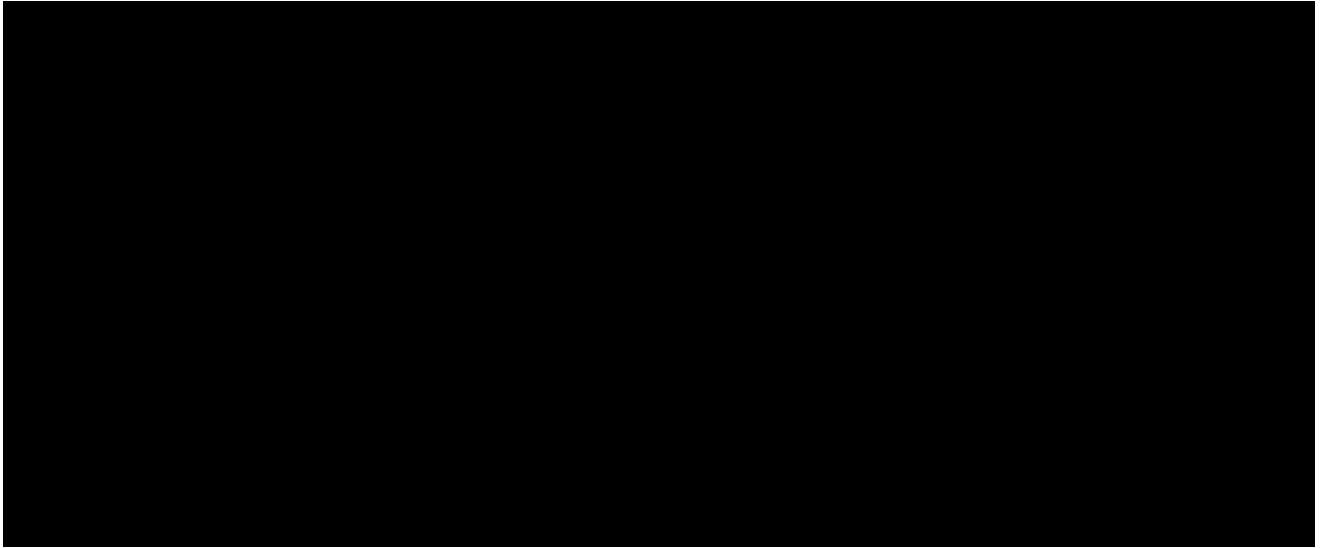
18 Second, BDR participants are paid based on actual measured demand reduction
19 following an event. Below is a few example days of participation from 2021 to visualize
20 the change in activity that is very apparent during events as the black line is actual and blue
21 line is expected (baseline).

³ See, Report and Order – Section K, p. 22.

CONFIDENTIAL Figure 1

1
2

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5 **Q: Staff witness Tevie alleges that because EMW uses a 9-of-10 unadjusted customer-**
6 **baseline model, with Nucor’s highly volatile load EMW cannot accurately forecast**
7 **Nucor’s load for this purpose. Does the Company agree with these assertions?**

8 **A:** No. The first clarification is that the baseline methodology was determined and utilized by
9 the third-party evaluation consultant, ADM & Associates, with oversight from Staff
10 EM&V consultant, Evergreen Economics. Staff’s evaluation consultant was charged with
11 review of all demand response performance and did not flag this particular customer or any
12 approaches as concern in the 2021 or 2022 evaluation reviews. The scope of the consulting
13 from both parties (ADM and Evergreen) is to utilize industry standard best practices for
14 evaluation of demand side management programs including demand response.

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1 **Q: Is there any evidence that the baseline calculated by EMW for Nucor overstates the**
2 **load reduction, or that the resulting benefit calculations are skewed and may falsely**
3 **suggest that the benefits of Nucor’s participation exceed the costs borne by other**
4 **customers?**

5 **A: No. There is no direct evidence showing an overstated load reduction or benefit calculation.**

6 **VI. NUCOR WOULD NOT RECEIVE INAPPROPRIATE INCENTIVES AND ITS**
7 **PARTICIPATION WOULD NOT RESULT IN AN INAPPROPRIATE EARNINGS**
8 **OPPORTUNITY**

9 **Q: Staff witness Kiesling shared that the Company currently has only 42.3 MW under**
10 **curtailment contract for 2026, and that it therefore needs approximately 15.5 MW**
11 **more to reach the 65% threshold required to trigger its earnings opportunity. He**
12 **states that Nucor was not allowed to participate in the BDR program when those**
13 **targets were originally established and its admission would therefore materially**
14 **benefit EMW by helping it achieve performance levels it might not otherwise reach**
15 **under its existing contractual arrangements. What is Evergy’s response to this point?**

16 **A: Evergy acknowledges that Nucor was not allowed to participate in MEEIA programs at the**
17 **time of establishing performance levels for the BDR program approved for MEEIA Cycle**
18 **4. If the Commission were to allow Nucor to participate in demand response programs as**
19 **requested in this application, Evergy proposes that any Nucor kW contributed to EMW**
20 **2026 or 2027 DR goals under MEEIA Cycle 4 will not count towards Evergy meeting the**
21 **65% threshold of goal for Earning’s Opportunity (“EO”) to be vested. In fact, customer**
22 **participation in Evergy DR programs are currently on the trajectory to surpass the 65%**
23 **threshold without Nucor’s contribution, which matches the spirit of the original S&A.**

1 **Q: Staff witness Kiesling states that if Nucor participates in the MEEIA BDR program,**
2 **Nucor could receive approximately \$1.14 million annually in incentives based on 19-**
3 **20 MW of curtailment and the current \$60/kW-year incentive structure. Staff asserts**
4 **these payments do not reflect a corresponding ratepayer benefit and therefore**
5 **incentive payments to Nucor is not appropriate. Do you agree?**

6 A: No. First, if Nucor provides value to EMW customers based on verified MW reductions
7 from their voluntary participation in the program, it is appropriate they be compensated
8 similar to other participants in the MEEIA BDR program as discussed above.

9 Second, the incentive payment structure provided as pay for performance is similar
10 to prior years and Cycles that have been reviewed and evaluated by other parties and has
11 been approved by the Commission.

12 Third, SPP validates the amount of MW that count towards resource adequacy.
13 These MW have a real value to EMW customers.

14 **Q: Similarly, Staff witness Kiesling suggests that in the same scenario EMW could**
15 **receive \$200k in EO. He asserts these payments do not reflect a corresponding**
16 **ratepayer benefit and therefore an EO for Evergy is not appropriate. Should Evergy**
17 **be eligible to receive an EO in this scenario?**

18 A: Yes. Assuming that Evergy meets the 65% threshold of goal to vest and make available
19 the ability to earn the EO without Nucor's participation counting towards that 65%
20 threshold as described above, Evergy should receive an EO for verified savings to EMW
21 customers from Nucor BDR program participation.

1 **Q: Why is it appropriate for Evergy to receive an EO if Nucor participates in the MEEIA**
2 **BDR program?**

3 A: Under 393.1075.3(3) RSMo., the Commission shall “provide timely earnings
4 opportunities associated with cost-effective measurable and verifiable efficiency savings.”
5 This statute gives utility shareholders an earnings opportunity to compensate for foregone
6 opportunity.⁴ The sole purpose of this performance incentive under MEEIA is to give the
7 utility an opportunity to place shareholders in a financial position comparable to the
8 earnings opportunity they would have if those shareholders⁵ would have invested in supply
9 side resources. Staff’s focus on ratepayer benefits ignores the language of the statute and
10 the Commission’s interpretation of the statute.

11 **VII. STAFF’S SUGGESTIONS ATTEMPT TO SIDE-STEP MEEIA, CONTRARY TO**
12 **MISSOURI LAW**

13 **Q: Staff recommends that if the Commission allows Nucor to participate in demand**
14 **response programs, the Commission should require EMW to do so through a non-**
15 **MEEIA option and to amend the contract accordingly. Staff witness Hull presents**
16 **this approach as preserving the same general curtailment, accreditation, and**
17 **financial benefits cited by the Company, but without relying on ratepayer-funded**
18 **incentives or administrative costs under MEEIA. Is this an appropriate option?**

19 A: No, for many reasons. First, neither the prior prudence stipulation nor the current record
20 requires that any future Nucor demand response participation occur outside of MEEIA. As
21 discussed above, the prior stipulation resolved historical issues associated with Nucor’s
22 past BDR participation during a defined period, contemplated further discussion of Nucor-

⁴ See, Report and Order in Case No. EO-2015-0055 (Oct. 22, 2015) at 11.

⁵ Id.

1 Sedalia’s SIL contract or EMW’s SIL tariff, and did not bind the parties in future
2 proceedings on issues not explicitly settled.

3 Second, MEEIA is the current state policy grounded in statute and supported by the
4 Commission through the approval of Evergy’s MEEIA Cycle 4 demand response programs
5 currently in effect. Staff’s testimony suggests that Nucor participation in demand response
6 programs specifically and perhaps future demand response programs should occur outside
7 of this MEEIA construct.

8 The MEEIA statute and Commission rules require the Commission to value
9 Demand Side Management (“DSM”) investments equal to traditional investments in
10 supply and delivery infrastructure and ensure that utility financial incentives are aligned
11 with helping customers use energy more efficiently and provide timely earnings
12 opportunities associated with cost-effective measurable and verifiable efficiency savings.

13 Demand response programs can be structured for different purposes. The primary
14 purpose and benefit of the MEEIA BDR program is to achieve MW reduction savings that
15 support Evergy’s needs towards meeting its resource adequacy requirements for SPP.
16 Megawatts that SPP counts towards Evergy’s resource adequacy requirements directly tie
17 into inputs of the Company’s Integrated Resource Planning process, impacting the model
18 results and ultimate preferred plan. Case in point, the Company’s 2025 IRP preferred plan
19 filing reflected less DSM savings than the 2024 IRP preferred plan filing to reflect the
20 lower reduced amount of MEEIA programs approved by the Commission in the
21 Company’s MEEIA Cycle 4 portfolio.

1 **Q: Could Evergy utilize another existing demand response program besides the MEEIA**
2 **BDR program as Staff suggests to achieve the same resource adequacy benefits?**

3 A: No. There are other demand response programs available for customers to participate, both
4 Evergy and non-Evergy program options, but none of the other options currently achieve
5 the same purpose and outcome as Evergy's MEEIA BDR program.

6 **Q: Please elaborate.**

7 A: Company witness Meitner provides testimony regarding non-Evergy demand response
8 programs offered through third-party Aggregators of Retail Customers ("ARCs"), as well
9 as Dispatchable Demand Response Resources and Block Demand Response Resources
10 recognized by SPP. In addition to those options, instead of participating in Evergy's
11 MEEIA BDR program, Staff also identifies and suggests Nucor might instead participate
12 in Evergy's Voluntary Load Reduction Tariff or Market Based Demand Response
13 ("MBDR") program.

14 **Q: Why is Evergy's MBDR tariff not an appropriate alternative to Evergy's MEEIA**
15 **BDR program?**

16 A: For Evergy's MBDR program, tariff availability for a customer to participate is limited to
17 customers who are already BDR participants, and whose demand response resources are
18 compliant with the SPP tariff and SPP Marketplace Protocol requirements and can provide
19 sustainable load reduction during a curtailment event. So, while from SPP's perspective a
20 program like Evergy's MBDR program could get credit to reduce Evergy's net peak
21 demand as described by Company witness Meitner, Evergy has already captured the
22 resource adequacy benefits of participation from the BDR participation.

1 As background, the MBDR program was designed and stood up to allow customers
2 participating in Evergy's MEEIA BDR programs (designed to curtail peak demand and
3 provide credit towards resource adequacy requirements for Evergy and its customers) to
4 also participate in the SPP energy and ancillary services market that provides a different
5 revenue stream for different purposes and benefits. Evergy is able to offer this option and
6 avoid the issues of double counting of the two tariffs because Evergy is managing their
7 participation in both programs, unlike in other instances where a customer must choose
8 between participating in Evergy's MEEIA BDR program or SPP's referenced Dispatchable
9 or Block demand response programs (either individually or through ARCs).

10 **Q: Why is the Voluntary Load Reduction Tariff not an appropriate alternative to**
11 **Evergy's MEEIA BDR program?**

12 A: The original purpose of the Voluntary Load Reduction Tariff was to establish a tariff that
13 would offer a way to compensate customers for emergency curtailing outside of the original
14 summer curtailment season when other programs were in effect. Since that time, the
15 MEEIA BDR program is available in winter as well. As such with the design, there is no
16 commitment and testing procedure as part of the tariff which provides for SPP counting
17 towards resource adequacy requirements.

18 **Q: Are there other reasons why Evergy demand response programs like MBDR and the**
19 **Voluntary Load Reduction Tariff are not appropriate alternatives to the MEEIA**
20 **BDR program for Nucor's participation?**

21 A: Because the original design of these programs were to serve a different purpose from the
22 BDR program, they do not currently fall under the umbrella of MEEIA programs. As I
23 testified above, the MEEIA statute and related Commission rules are intended to value

1 DSM investments equal to traditional investments in supply and delivery infrastructure and
2 ensure that utility financial incentives are aligned with helping customers use energy more
3 efficiently and provide timely earnings opportunities associated with cost-effective
4 measurable and verifiable efficiency savings. As such, the utility does not have the same
5 opportunity for cost recovery and Earnings Opportunity through the DSIM that exist with
6 the MEEIA BDR program. Given that the purpose of Nucor's participation in demand
7 response programs is to contribute towards resource adequacy requirements for Evergy
8 Missouri West's customers, it is appropriate that the demand response program occurs
9 under the MEEIA construct and the utility recover its costs and receive an Earnings
10 Opportunity for verified outcomes consistent with the MEEIA 4 Commission Order.

11 **Q: Please summarize your testimony.**

12 A: Staff's testimony advances assertions that misinterpret and/or are not borne out by the
13 record, along with non-viable suggested alternative approaches, which appear to
14 collectively stem from a preference that the Company altogether avoid MEEIA's
15 requirements and benefits. But MEEIA is Missouri law and reflects current state policy. In
16 addition, the record in this case establishes that Nucor's participation in the Company's
17 BDR program has provided and will provide benefits to all ratepayers and will not harm
18 or wrongly shift costs to other customers.

19 **Q: Does that conclude your testimony?**

20 A: Yes, it does.

**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: April 29, 2026

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 Surrebuttal, p. 2, lns. 15, 17-18	3,4, and 6
File Surrebuttal, p. 8, lns. 2-3 (Figure 1)	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) _____.

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