

Exhibit No.:
Issues: MEEIA Costs
Witness: Linda J. Nunn
Type of Exhibit: Surrebuttal Testimony
Sponsoring Party: Evergy Missouri West
Case No.: EO-2026-0129
Date Testimony Prepared: April 29, 2026

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: EO-2026-0129

SURREBUTTAL TESTIMONY

OF

LINDA J. NUNN

ON BEHALF OF

EVERGY MISSOURI WEST

**Kansas City, Missouri
April 2026**

SURREBUTTAL TESTIMONY

OF

LINDA J. NUNN

CASE NO. EO-2026-0129

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

2 A: My name is Linda J. Nunn. My business address is 1200 Main, Kansas City,
3 Missouri 64105.

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

5 A: I am employed by Evergy Metro, Inc. I serve as Senior Manager, Regulatory
6 Affairs for Evergy Metro, Inc. d/b/a as Evergy Missouri Metro (“EMM” or the
7 “Company”), Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”),
8 Evergy Metro, Inc. d/b/a Evergy Kansas Metro (“EKM”), and Evergy Kansas
9 Central, Inc. and Evergy South, Inc., collectively d/b/a as Evergy Kansas Central
10 (“EKC”) the operating utilities of Evergy, Inc.

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

12 A: I am testifying on behalf of EMW.

13 **Q: What are your responsibilities?**

14 A: My responsibilities include the coordination, preparation, and review of financial
15 information and schedules associated with fuel or transmission impacts on rate case
16 filings, and the coordination, preparation and review of financial information and
17 schedules associated with retail rider mechanism tariff filings for Evergy including:
18 EKC, EKM, EMM, and EMW.

1 **Q: Please describe your education, experience, and employment.**

2 A: I became a Senior Regulatory Analyst with Kansas City Power & Light
3 (“KCP&L”) in 2008, as a part of the acquisition of Aquila, Inc., by Great Plains
4 Energy. In 2013, I was promoted to Supervisor - Regulatory Affairs. In 2018 I
5 became Manager, Regulatory Affairs. In 2025 I became Senior Manager,
6 Regulatory Affairs. Prior to my employment with KCP&L, I was employed by
7 Aquila, Inc. for a total of eleven years. In addition to Regulatory, I have had
8 experience in Accounting, Audit, and Business Services, where I had responsibility
9 for guiding restructuring within the delivery division. In addition to my utility
10 experience, I was the business manager and controller for two area churches. Prior
11 to that, I was an external auditor with Ernst & Whinney. I received a Bachelor of
12 Science Degree in Business Administration with a concentration in Accounting
13 from Northwest Missouri State University.

14 **Q: Have you previously testified in a proceeding before the Missouri Public**
15 **Service Commission (“MPSC” or “Commission”) or before any other utility**
16 **regulatory agency?**

17 A: Yes, I have testified before the MPSC, and I have provided written testimony in
18 various dockets before the MPSC. I have also worked closely with many MPSC
19 Staff on numerous filings as well as on rate case issues. Additionally, I have
20 provided written testimony in Kansas Corporation Commission dockets.

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

22 A: The purpose of my surrebuttal testimony is to address several items in Staff witness
23 Justin Tevie’s Rebuttal Testimony in this case.

1 **Q: Mr. Tevie, on page 3 of his Rebuttal Testimony, states that if Nucor**
2 **participates in the MEEIA business demand-response program, Nucor**
3 **receives the benefit of a discounted bill while the costs are borne by other**
4 **ratepayers. He states that MEEIA costs, which include administering the**
5 **program, participant incentives, and an earnings opportunity for EMW**
6 **should be included in the hold-harmless analysis performed at the time of a**
7 **rate case. How do you respond?**

8 A: First, it is not appropriate to include MEEIA related costs as part of the SIL hold
9 harmless calculation. Based on ordered paragraphs 1 and 3 of the Commission order
10 in Case No. EO-2019-0132 (March 11, 2020), customers who opt out of MEEIA
11 but participate in demand response will be compensated, and per the Demand-Side
12 Investment Mechanism (“DSIM”) tariff, the costs associated with the participation
13 will flow through to other customers through the DSIM charges.

14 Second, as Company witness Brian File describes, the Commission has
15 previously ordered that customers who opt out of the MEEIA DSIM charge are not
16 prohibited from participating in MEEIA programs. If Nucor is treated in a similar
17 manner to other opt-out customers, then EMW customers pay for MEEIA costs,
18 and these would not be a cost to Nucor. As such, it should not be included as part
19 of any hold harmless calculation associated with the SIL contract and tariff.

20 Third, both the contract and the Stipulation and Agreement pertain
21 specifically to the provision of electricity to Nucor. The requested participation in
22 demand response is separate from and unrelated to the provision of electric service.
23 Nucor’s participation in demand response is intended to provide system-wide
24 benefits through avoided costs that ultimately accrue to all customers. Attempting

1 to incorporate the requested participation into the hold harmless calculation fails to
2 distinguish two distinct and unrelated matters.

3 **Q: Staff witness Tevie claims on page 4 of his Rebuttal Testimony that purchased**
4 **power costs related to Nucor would not decrease based on participation in the**
5 **demand response program. What are your thoughts on that?**

6 A: Mr. Tevie is missing the point of participating in the demand response program.
7 The benefit from Nucor participating in the program relates to the avoided capacity
8 costs across the system not a change in kWh usage. Please see the Surrebuttal
9 Testimony of Company witness Brian File for a deeper explanation of the benefits
10 related to Nucor participating in the demand response program.

11 **Q: What would be the impact of including the proposed “costs” in the hold**
12 **harmless calculation?**

13 A: This would result in shareholders bearing the costs for Nucor to participate in
14 business demand response while all other customers receive the system benefits of
15 Nucor’s participation. The alternative to such an absurd financial result would be
16 to forego Nucor’s participation altogether, thereby eliminating the system-wide
17 benefits associated with Nucor’s participation in the program. I recommend the
18 Commission recognize the system-wide benefits of Nucor’s participation and
19 approve EMW’s request.

1 **Q: Staff witness Tevie alleges that with SPP’s new accreditation methodology for**
2 **wind, there is not enough accredited wind capacity attributed to Nucor’s**
3 **portion of the PPA to serve Nucor. Do you agree this is a relevant concern for**
4 **Nucor’s participation in demand response?**

5 A: No. The additional capacity, if needed, by Nucor is priced out according to the
6 approved Stipulation and Agreement in Case No. EO-2019-0244. The approved
7 Non-unanimous Stipulation and Agreement section item 7. b. ii provides:

8 Incremental capacity costs acquired from third parties,
9 including affiliates, will be determined annually in the
10 assessment of GMO capacity requirements. The portion of
11 GMO capacity acquired attributable to Nucor will be
12 separately identified for inclusion in Exhibit 1. Similarly, if
13 GMO constructs or acquires capacity during the term of the
14 contract rather than purchasing capacity, or otherwise
15 modifies its capacity source, capacity costs to Nucor will be
16 calculated annually using prices as follows and be separately
17 identified for inclusion in Exhibit 1. The accredited capacity
18 attributable to Nucor’s share of the PPA, will be netted
19 against the capacity requirements of the Nucor load,
20 including the SPP reserve margin requirements, prior to
21 pricing as described above for inclusion in Exhibit 1.

22 Exhibit 1 is essentially the analysis done at the time of a rate case to
23 determine whether or not Nucor revenues cover their expenses. If they do not, the
24 shortage is imputed to be additional revenue in the rate case, thus holding other
25 customers harmless. The capacity cost per kW-month for any excess capacity needs
26 based on the above is confidential but is specifically identified by year in the above-
27 mentioned stipulation and agreement. Additional capacity costs are irrelevant to the
28 current request as the change in SPP accreditation policy has no connection to the
29 request to participate in the demand response program.

1 **Q: Staff witness Tevie further suggests that any additional cost attributable to**
2 **servicing Nucor such as procuring additional capacity to serve Nucor with the**
3 **reduced accredited value of the wind PPA should be captured through the**
4 **hold-harmless mechanism rather than shifted to other customers. Is this**
5 **relevant to this proceeding?**

6 A: No. First this recommendation is unrelated to Nucor's participation in MEEIA
7 demand response programs and instead an issue related to the mechanics of the
8 existing SIL contract and tariff.

9 I also disagree with his characterization that a future need in additional
10 capacity would shift costs to other customers. As indicated above, any incremental
11 capacity needs following the SPP accreditation change will be priced out as
12 indicated in the Non-Unanimous Stipulation and Agreement for Case. No. EO-
13 2019-0132 and included in the hold harmless calculation during a rate case filing.

14 **Q: On page 8 of his testimony, Mr. Tevie poses this question and answer:**

15 **Q: Is the rate that Nucor pays for energy or demand subject**
16 **to change to account for changes in the cost of serving**
17 **Nucor?**

18 **A: Not for the term of the contract, which runs through**
19 **January 1, 2030.**

20 **Is this a true statement?**

21 A: No. The answer for energy charges is not true. Energy used by Nucor is costed out
22 at SPP Integrated Market prices.

1 **Q: And capacity costs?**

2 A: As discussed previously, capacity does have an annual fixed amount according to
3 the table included in the stipulation, and that amount goes up over time. Prior to the
4 recent SPP accreditation change, the Company was not incurring incremental
5 capacity for Nucor. As the SPP accreditation rules change the calculation of any
6 incremental capacity needed will be updated and included in the hold harmless
7 analysis in EMW's next general rate case, irrespective of Nucor's participation in
8 demand response programs.

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

10 A: As discussed above and contrary to certain statements in the Rebuttal Testimony of
11 Staff Witness Tevie, Nucor's participation in the Company's MEEIA business
12 demand response program provides system-wide benefits to all customers and
13 would not inappropriately shift costs to other customers. Further, for the reasons I
14 explained, it is not appropriate to include MEEIA related costs as part of the SIL
15 hold harmless calculation.

16 **Q: Does this conclude your testimony?**

17 A: Yes, it does.

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

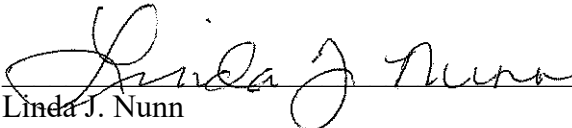
In the Matter of Evergy Metro, Inc. d/b/a Evergy)
Missouri Metro's Request for Authority to) Case No. ER-2026-0143
Implement A General Rate Increase for Electric)
Service)

AFFIDAVIT OF LINDA J. NUNN

STATE OF MISSOURI)
) **ss**
COUNTY OF JACKSON)

Linda J. Nunn, being first duly sworn on his oath, states:

1. My name is Linda J. Nunn. I work in Kansas City, Missouri and I am employed by Evergy Metro, Inc. as Sr. Manager, Regulatory Affairs.
2. Attached hereto and made a part hereof for all purposes is my Surrebuttal Testimony on behalf of Evergy Missouri Metro consisting of seven (7) 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.



Linda J. Nunn

Subscribed and sworn before me this 29th day of April 2026.



Notary Public

My commission expires: April 26, 2029

