

**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)	Case No. EO-2026-0129
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OBJECTION TO NON-UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW the Office of the Public Counsel (“OPC”) and for its *Objection to Non-Unanimous Stipulation and Agreement*, states as follows:

1. On May 18, 2026, Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy West” or “the Company”) and Nucor Steel Sedalia, LLC (“Nucor”) collectively filed a *Non-Unanimous Stipulation and Agreement* (the “*Stipulation and Agreement*”) in the above referenced case file.

2. On May 20, 2026, this Commission issued an Order Shortening Response Time requiring that any response to the *Stipulation and Agreement* be filed no later than May 21, 2026.

3. Pursuant to this Commission Order and Commission rule 20 CSR 4240-2.115, the OPC now objects to the *Stipulation and Agreement* filed by Evergy West and Nucor.

Specific Provision Objections

4. 20 CSR 4240-2.115(2)(B) requires that the objecting party “identify the specific provision of the stipulation and agreement that is objected to and provide a

reason for each objection.” Pursuant to this rule, the OPC will now identify the specific provisions to which it objects and the reasons for each objection.

5. The OPC’s first objection is to the Stipulation’s request that the Commission approve the amendment requested in the Company’s initial application as modified in the stipulation (the “Amendment”).¹

6. The Commission should not authorize the Amendment to Nucor’s existing SIL tariff – whether as modified by the *Stipulation and Agreement* or not – for at least the following reasons:

- The Amendment is not aligned with Evergy West’s current Missouri Energy Efficiency Investman Act (“MEEIA”) portfolio;
- There is not sufficient evidence to demonstrate that Nucor’s participation in Evergy West’s MEEIA will result in greater customer benefits than harm;
- The Amendment is not in the public interest as there are numerous superior alternatives that will allow Nucor to participate in demand response programs at significantly lower costs to Evergy West and its ratepayers;
- The Amendment will or is highly likely to result in a violation of Evergy West’s existing tariffs governing the provision of service to Nucor;
- Approval of the Amendment will result in imprudent and unnecessary cost increases that will be borne by Evergy West’s other customers;
- Evergy West cannot perform sufficient verification to properly evaluate Nucor’s performance in its existing MEEIA Business Demand Response (“BDR”) program; and

¹ This objection is not made to a specific provision within the *Stipulation and Agreement* because the stipulation does not include a specific provision concerning the approval of the Amendment by the Commission. However, the terms of the *Stipulation and Agreement* clearly imply that its signatories are either requesting or expecting that the Commission approve the Amendment included in the Company’s initial filing, as modified by the *Stipulation and Agreement*. Moreover, because the approval of the Amendment is the central issue in this case and the signatories to the *Stipulation and Agreement* have represented that it “resolves all pending issues in this docket,” the OPC believes it necessary to address this request as though it had been properly made by the *Stipulation and Agreement*.

- Approval of the Amendment restricts competition between prospective demand-side solution retailers in the state of Missouri

7. The OPC objects to the first provision of the *Stipulation and Agreement* to the extent that it concerns the “terms” set forth in the *Stipulation and Agreement* that are specifically addressed below in this pleading and further objects to the extent that it implies and or permits Nucor to participate in Evergy West’s MEEIA BDR program for the same reasons set forth in paragraph 6 above.

8. The OPC objects to the second provision of the *Stipulation and Agreement* (that has been labeled “SIL contract amendment”) to the extent that it includes inserting language into the Nucor SIL contract that states the Amendment has been “conditionally” approved by the Commission “for 2027.” The OPC objects first on the basis that this is not true because no such conditional approval has been authorized by the Commission and is further not explicitly requested as part of the *Stipulation and Agreement* itself.² To the extent that the provision is read as implying that the Commission should approve the Amendment as requested by the Company, and modified by the *Stipulation and Agreement*, the OPC objects secondly to said approval for the same reasons for the same reasons set forth in paragraph 6 above.

9. The OPC further objects to the second provision of the *Stipulation and Agreement* to the extent that it “automatically renews” the settlement and contract Amendment at a future point in time based on a supposed “financial analysis” because the *Stipulation and Agreement* has failed to indicate any procedural basis for

² See Footnote 1.

challenging said financial analysis or offer this Commission an opportunity to review said financial analysis.

10. The OPC further objects to the second provision of the *Stipulation and Agreement* to the extent that it “automatically renews” the settlement and contract Amendment to allow Nucor to participate in Evergy West’s MEEIA BDR program through 2029 because the current approved Evergy West MEEIA BDR program lapses in 2027.

11. The OPC further objects to the second provision of the *Stipulation and Agreement* to the extent that it requires utilizing MEEIA Cycle 4 avoided costs because those avoided costs are not accurate and should not be used to perform a comparison of benefits.

12. The OPC objects to the fourth provision of the *Stipulation and Agreement* (that has been labeled “MEEIA Business Demand Response (BDR) pay for performance”) to the extent that it implies and or permits Nucor to participate in Evergy West’s MEEIA BDR program for the same reasons set forth in paragraph 6 above.

13. The OPC objects to the fifth provision of the *Stipulation and Agreement* (that has been labeled “MEEIA BDR independent evaluation”) to the extent that it implies and or permits Nucor to participate in Evergy West’s MEEIA BDR program for the same reasons set forth in paragraph 6 above.

14. The OPC further objects to the fifth provision due to its requirement that a “performance measurement” be done in accordance with “Demand Response

best practices for measurement” because such language is unacceptably vague and unenforceable.

15. The OPC further objects to the fifth provision because it binds the professional conduct of a third party’s contractor (Staff’s EM&V evaluator) without the consent of either the third party or the contractor. An agreement between a utility and a ratepayer should not be sufficient to bind or otherwise hinder the Commission’s Staff’s ability to execute its duty.

16. The OPC further objects to the fifth provision to the extent that it implies that Nucor’s participation, and specifically the demand savings achieved through its participation, will be evaluated using “generally accepted baseline methodologies.” The OPC objects because the evidence in the record shows that Nucor’s load fluctuates wildly so, even if the parties were able to determine what are “generally accepted baseline methodologies,” it would be extremely difficult, if not impossible, to determine an accurate baseline for Nucor.

17. The OPC objects to the sixth provision of the *Stipulation and Agreement* (that has been labeled “MEEIA Demand Response scale limitation”) to the extent that it implies and or permits Nucor to participate in Evergy West’s MEEIA BDR program for the same reasons set forth in paragraph 6 above.

18. The OPC further objects to the sixth provision to the extent that it allows Nucor to “receive full compensation” for kW contributed in excess of 30% of the total, final EM&V values as this would be a further violation of the existing Nucor SIL tariff.

19. The OPC objects to the seventh provision of the *Stipulation and Agreement* (that has been labeled “MEEIA Demand Response earnings opportunity (EO) threshold”) to the extent that it implies and or permits Nucor to participate in Evergy West’s MEEIA BDR program for the same reasons set forth paragraph 6 above.

20. Though the OPC maintains its objection in paragraph 10 regarding the extension of the Amendment through 2029, it further objects to the seventh provision to the extent that it prohibits Nucor contributed kW from counting toward Evergy West’s demand response goals for only 2027, despite the *Stipulation and Agreement* ostensibly providing for an automatic renewal of the Amendment through 2029.

WHEREFORE, the Office of the Public Counsel respectfully requests the Commission accept this *Objection to Non-Unanimous Stipulation and Agreement* and further not approve said *Stipulation and Agreement* as a resolution to the present case.

Respectfully submitted,

By: /s/ John Clizer
John Clizer (#69043)
Senior Counsel
Missouri Office of the Public
Counsel
P.O. Box 2230
Jefferson City, MO 65102
Telephone: (573) 751-5324
Facsimile: (573) 751-5562
E-mail: john.clizer@opc.mo.gov

CERTIFICATE OF SERVICE

I hereby certify that copies of the forgoing have been mailed, emailed, or hand-delivered to all counsel of record this twenty-first day of May, 2026.

/s/ John Clizer