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Witness: Bradley D. Lutz
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MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: ER-2026-0143

REBUTTAL TESTIMONY

OF

BRADLEY D. LUTZ

ON BEHALF OF

EVERGY MISSOURI METRO

Kansas City, Missouri
August 2026

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OF

BRADLEY D. LUTZ

Case No. ER-2026-0143

Q: Please state your name and business address.

A: My name is Bradley D. Lutz. 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. I serve as Director, Regulatory Affairs for Evergy Metro, Inc. d/b/a as Evergy Missouri Metro ("Evergy Missouri Metro"), Evergy Missouri West, Inc. d/b/a Evergy Missouri West ("Evergy Missouri West" or "EMW"), Evergy Metro, Inc. d/b/a Evergy Kansas Metro ("Evergy Kansas Metro"), and Evergy Kansas Central, Inc. and Evergy South, Inc., collectively d/b/a as Evergy Kansas Central ("Evergy Kansas Central") the operating utilities of Evergy, Inc. ("Evergy").

Q: Are you the same Bradley D. Lutz who previously filed direct testimony in this case?

A: Yes.

Q: On whose behalf are you testifying?

A: I am testifying on behalf of Evergy Missouri Metro ("EMM" or "Company").

Q: What is the purpose of your testimony?

A: The purpose of my Rebuttal Testimony is to address a number of issues presented by the Staff of the Missouri Public Service Commission ("Staff"), the Office of Public Counsel ("OPC"), Google LLC ("Google"), and Renew Missouri ("Renew"). Those issues include:

1. Class Cost of Service Reliability

2. Residential Customer Charge
3. Commercial & Industrial Rate Design
4. Large Load Power Service
5. Bill Estimation & Bill Accuracy
6. Underutilized Infrastructure Rider
7. Reactive Demand Charges
8. Critical Peak Rate
9. Battery Storage Tariff

Given the number of witnesses and the distribution of topics, if I did not, or inadvertently failed to address an issue raised by any party, the absence of a response does not constitute agreement by the Company with that party.

I. CLASS COST OF SERVICE RELIABILITY

Q: Have you reviewed the testimony filed concerning Class Cost of Service?

A: Yes, I have. Staff, through the Staff Rate Design Report and the Direct Testimony of Sarah Lange, Ron Nelson on behalf of OPC, and Jessica York on behalf of MECG offer testimony related to the topic of CCOS. Ms. York is supportive of the Company CCOS study, specifically supporting the demand allocation method for production plant costs, and methods to allocate distribution costs. Mr. Nelson evaluates the Company CCOS and proposes changing the cost allocation methodology for production and transmission costs to the Probability of Dispatch model. Mr. Nelson also speaks to large load CCOS adjustments. Ms. Lange through her direct testimony and the Rate Design Report discusses Staff’s view on CCOS feasibility and discusses the treatment of large load customers within a CCOS. Company witness Graham Jaynes offers the Company’s primary CCOS rebuttal, speaking to each of these witnesses. For my rebuttal, I will focus on the testimony of Staff and OPC.

Q: What aspects of the Staff testimony will you address?

A: I will complement the rebuttal of Graham Jaynes concerning Staff's assertion that "it is not possible for any party to produce a useful CCOS study due to movement of customers between classes as a consequence of class restructuring and the incorporation of significant new load without sufficient information concerning that load's usage profile."[1] I will also speak to allocation issues related to large loads.

Q: Do you agree that a useful CCOS is not possible in this case?

A: No. Each rate case may have issues to influence the applicability of a CCOS study, but in my opinion, a CCOS is always useful. For this case, Staff's concerns about the movement of customers between classes as a consequence of class restructuring is reasonable but does not invalidate the entire CCOS benefit. Staff's concern about the incorporation of significant new load without "sufficient information" concerning that load's usage profile is misplaced and again does not invalidate the entire CCOS benefit. This is particularly true when "sufficient information" means the lack of certain underlying details, not the lack of any information at all. All information can be adjusted and normalized to reflect the known condition. In my opinion, any CCOS study, thoughtfully prepared and following the common approaches to examine costs of service, can offer the Commission useful context to aid their ratemaking decisions. Historically, a CCOS study result is seldom used categorically, so absolute precision is not needed. Precision needed to support revenue determinations or rate design is not required to execute a valid CCOS study. Often

[1] ER-2026-0143, Staff Rate Design Report, page 4, line 9.

even directional information, such as a classes relative rate of return from case to case, could be informative. The extreme position of Staff concerning CCOS studies has been a developing and concerning trend.

Q: How has Staff addressed CCOS studies for recent Evergy-related cases?

A: I have been involved in all Evergy CCOS studies performed since 2005. In recent years I have noted a changing position concerning CCOS from Staff. In the period from 2005 to about 2018, unless stipulated to the contrary, each Evergy[2] rate case included CCOS studies from Evergy and Staff. It was common to also have CCOS studies offered by Industrial intervenors and from the OPC. Considerable testimony was filed to describe the respective merits of each CCOS study and to give the Commission a rich range of plausible outcomes. The last unqualified CCOS study filed by Staff occurred in the ER-2018-0145/0146 rate cases. Within the next Evergy case, ER-2022-0129/0130 Staff prepared a CCOS study but expressed concerns with being limited by the precision of the information studied. Staff stated,

> In this case, Staff's CCOS studies are not as robust as would be ideal due to lack of information about the use of the distribution system, lack of information about distribution expenses, lack of detail of energy consumption by rate schedule, and reliance on antiquated production allocation methods - the latter of which was done to minimize disparities among parties in this case to identify the impact of revenue requirement level and composition and in the absence of detailed energy consumption by rate schedule[3]

Despite the long history of CCOS analysis with available data, this new expectation was formed. Moving to the next Evergy case, ER-2024-0189, Staff chose not to file a CCOS

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[2] Kansas City Power & Light Company or Greater Missouri Operations for cases prior to the formation of the current company.

[3] ER-2018-0129/0130, Direct Testimony of Sarah Lange, page 25, line 17.

study. Concerning the CCOS filed by EMW, Staff dismissed value of a CCOS study, stating,

> **Q: Has any party provided a reliable Class Cost of Service ("CCoS") study in this case?**
>
> A: No. EMW is overdue for a comprehensive study of its distribution and customer-related costs, and any CCoS study done at this time is necessarily unreliable.[4]

In the ER-2024-0189 case, Staff went ahead and proposed correction to three issues noted in the EMW CCOS study to support related Staff recommendations. Now, in this case, we see a similar dismissal of the EMM CCOS study. Staff states,

> In this case, it is not possible for any party to produce a useful CCOS study due to movement of customers between classes as a consequence of class restructuring and the incorporation of significant new load without sufficient information concerning that load's usage profile.[5]

Like in 2024, Staff later relies on a functionalized cost of service analysis, in a sense a partial CCOS study to support their rate design proposals. It should also be clarified that the Company prepared two CCOS studies in this case, one based on current class structures, and one based on proposed class structures, addressing Staff's class movement concerns. Company witness Graham Jaynes details these studies and the respective results in his Direct Testimony.

Q: Is the trend of Staff's approach to CCOS concerning?

A: Yes. Staff is establishing unreasonable expectations for the CCOS study and then picking and choosing when and how to use CCOS techniques to support their rate design proposals. I have said variations of this throughout my rebuttal in the cases listed, an eagerness to fully reject a CCOS study because of disagreement concerning methods or data used within

[4] ER-2024-0189, Rebuttal Testimony of Sarah Lange, page 29, line 11.
[5] ER-2026-0143, Staff Rate Design Report, page 4, line 9.

the study is unproductive and irresponsible. Within the regulatory process there is room for competing points of view and it's this collective examination that will support the Commission decision making.

Q: In this case, how should the Commission use the CCOS results presented by the Company as well as the evaluations offered by OPC and MECG?

A: The Commission should use the CCOS study results to examine the Company's proposed rate designs and ensure an appropriate application of any approved revenue increase to the rates of the customer classes. Further, the Commission should examine the introductory and transitional steps taken to reflect large load customers in the CCOS studies. Going forward the CCOS studies will be a key element in executing the designs of the Company LLPS Rate Plan and ensuring the ratemaking efforts comply with expectations set by the Missouri Legislature in Senate Bill 4 to reasonably ensure large load rates will reflect their representative share of the costs incurred to serve and prevent other customer rates from reflecting any unjust or unreasonable costs arising from service to large loads.

Q: Staff discusses allocation issues related to large loads, how do you interpret what is presented?

A: Staff offers testimony illustrating two CCOS examples with different presentations of large load costs and revenues.[6] The example is said to illustrate that different CCOS results will be produced if an LLPS customer is in the allocation process from the beginning, versus removing the revenue provided by an LLPS customer at the conclusion of a CCOS study.

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[6] ER-2026-0154, Rate Design Direct Testimony of Sarah Lange, starting on page 3, line 1.

Q: What is the purpose of this testimony?

A: The testimony does not offer a conclusion or recommendation. It is my guess that Staff is reacting to the transitional steps taken in this case where the Company included representative large load revenues but did not have large load costs or determinants in the study. If I am correct in my presumption, I agree with this representation and further support that the most appropriate CCOS representation will occur when a large load customer is fully present in the test year and all costs and allocations occur with the full inclusion of that large load customer in the process.

Q: Was the Company aware of these issues when preparing the CCOS studies offered in this case?

A: Absolutely. The Company was clear in its Direct Testimony that this case was transitional and did not have a large load customer in the test year to inform costs and allocations and instead offered only estimated fuel and revenue impacts for illustrative purposes. This transitional approach provides an insight into how LLPS could affect class cost responsibility without prematurely assigning costs that are not yet incurred. Additionally, the Company estimated additional potential revenue that could be received from potential LLPS customers.

Q: Do you expect further adjustments and accommodations to properly incorporate large loads into the CCOS studies of the future?

A: Yes. Significant work is being done within Evergy and across the industry to incorporate large loads into the ratemaking processes and ensure these customers are paying their share of costs and limiting unreasonable impacts on other customers. New approaches and accommodations within the CCOS and ratemaking process are expected.

II. RESIDENTIAL CUSTOMER CHARGE

Q: Have you reviewed Staff's determination of the Residential Customer Charge?

A: Yes, I have. Staff witness Marina Gonzales provided the testimony within the Staff Rate Design Report. Company witness Graham Jaynes provides the Company's primary rebuttal to this testimony. My testimony will be focused on Staff's new method to determine this charge.

Q: Have you reviewed Staff's determination of the Residential Customer Charge?

A: Yes, I have. In this case, the Staff utilized an approach not seen within an Evergy case historically. Instead of basing the Customer Charge amount on costs derived from a CCOS study, the Staff "estimated the cost of service"[7] to inform their proposal.

Q: How did Staff determine the Residential Customer Charge in the past?

A: In reviewing the past Staff testimony, I have noted a frequent change in the approaches used to determine the Customer Charge. Table 1 details what I have observed.

Table 1

Case Number	Approach/Method Used	Calculated Customer Charge	Proposed Customer Charge
ER-2026-0143	Estimated Revenue Requirement	$5.59	$12.00
ER-2024-0189	Endorsed RAP Basic Customer Method	None	$12.00 (Retain Current Charge)
ER-2022-0129/0130	Total directly-allocated costs and closely related expenses	$10.00	$11.55
ER-2018-0145/0146	Staff Preliminary CCOS	$12.82/$12.38	$12.82/$12.38
ER-2016-0156	Company CCOS (adjust Company proposed Charge)	$10.71	$10.71
ER-2016-0285	Staff CCOS	$18.44 (Direct) $12.62 (Corrected)	$18.44 (Direct) $12.62 (Corrected)

[7] ER-2026-0143, Staff Rate Design Report, page 14, line 4.

As the method used by Staff to calculate the Customer Charge moved away from reliance on the CCOS, the more often Staff would recommend a Customer Charge that deviates from the calculated charge.

Q: In this case, does Staff explain why they have deviated from past approaches and instead used this approach?

A: No. In my opinion it continues Staff's trend away from the CCOS basis. I believe the current approach is loosely based on the Regulatory Assistance Project ("RAP") Basic Company Method[8] but further limits the costs considered beyond those included in past cases.

Q: Is this new method problematic?

A: Yes. As you can see, the new method results in a dramatically lower Customer Charge than ever proposed by Staff. This variation alone is enough to question the validity of the approach. As detailed by Company witness Graham Jaynes in his Rebuttal Testimony, the Staff approach ignores many elements of customer classified cost.

If I am correct about this influence of RAP, I have offered testimony in the past, expressing my view of RAP CCOS methods and their *Electric Cost Allocation for a New Era Manual*.[9] In ER-2024-0189 I concluded the following and believe it is applicable to reliance on the Basic Customer Method,

> **Q: Are you saying that the manual promoted by RAP is flawed?**
>
> A: No. The manual promoted by RAP is well written and does introduce many timely perspectives to the CCOS study process. However, I believe it is prudent that the manual be considered in the context of its creation. The

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[8] The Regulatory Assistance Project Basic Company Method conceptually recognizes that the customer charge should include only (1) the costs and expenses of metering and billing customers, (2) the cost of the infrastructure that varies with the number of customers served, including related income taxes, and (3) the proportionate labor, non-labor, and distribution expense associated with the above infrastructure.

[9] Lazar, J., Chernick, P., Marcus, W., and LeBel, M. (Ed.). (2020, January). Electric cost allocation for a new era: A manual. Montpelier, VT: Regulatory Assistance Project.

practitioner and those relying on results produced by the approaches promoted by RAP must be aware of this underlying goal to promote clean energy and the inherent bias that comes with that goal. That alone does not invalidate the manual's value, but it does cause me to question its self-professed status as reflecting industry best practice. I rely on the manual promoted by RAP as the work product of an advocacy organization committed to clean energy. It's a valid source, but not a source on equal footing with the NARUC manual. It provides a singular view of what RAP believes is the proper approach for CCOS studies. I cannot help but notice the parallel with how Staff has recently taken such an absolute view of cost allocation and that only the Staff can judge what is "reliable".[10]

Q: How should the Commission view the Staff's proposed Residential Customer Charge?

A: I recommend the Commission reject the Staff approach. Staff's methods to identify cost have become more extreme and have produced unreliable results. I find it troubling that Staff's recommendation is over twice the Staff calculated Customer Charge amount. If Staff had confidence in their method, I believe they would have proposed a reduction to the Customer Charge, directionally consistent with their result. Staff's recommended Customer Charge of $12.00 would keep the charge unchanged since the conclusion of the ER-2022-0189/0190 case. Instead, I recommend the Commission accept the Company Customer Charge proposal of $13.82 given its reliance on time-tested methods and full recognition of embedded costs of service.

III. COMMERCIAL & INDUSTRIAL RATE DESIGN

Q: Have you reviewed the testimonies filed by Staff and the other parties concerning the Company's Commercial & Industrial ("C&I") rate design proposals?

A: Yes, I have. Two parties provided testimony concerning our proposed C&I designs: Staff and MECG. For Staff, witnesses Sarah Lange and Marina Gonzales provided testimony, and Jessica York testified on behalf of MECG. I will respond to the testimony of Staff. My

[10] ER-2024-0189, Surrebuttal Testimony of Brad Lutz, page 9, line 10.

testimony is intended to complement the rebuttal testimony of Mr. Graham Jaynes. Mr. Jaynes will speak to details of the rate designs, and my testimony will speak to the policy considerations of these designs.

Q: What is Staff's position concerning the Company's C&I rate proposals?

A: Recognizing that the Company has made several proposals, I will offer that generally Staff is supportive of the Company rate design proposals but proposes material and disruptive modifications and adjustments to most. Company witness Graham Jaynes addresses each element in more detail as part of his Rebuttal Testimony.

Q: Is Staff's general support of the Company positions surprising to you?

A: No. The Company has been transparent about its rate design plans and has been considerate of feedback received from Staff. As detailed in my Direct Testimony, the Company was mindful of the commitments and outcomes from its recent rate cases and workshops and sought to include those now. I am disappointed by Staff's recommendation to change the seasons and the timing periods from demand and energy pricing used within the Company rate designs, then recommending the Company perform a new customer migration and determinants study starting on July 14^{th},[11] so that new rates can be calculated in this case. I am surprised by the Staff recommendation to delay the rate structure implementations for nearly a year after the conclusion of this case.

[11] "Staff recommends that EMM perform the customer migration and determinants study promptly upon the filing of this testimony, so that rates can be calculated swiftly upon the entering of the Commission's order in this case". ER-20206-0143, Staff Rate Design Report, page 26, line 2.

Q: To confirm, Staff has recommended that the Company essentially accept the Staff rate design, start preparation of the new analysis before Rebuttal Testimony is filed, and have that analysis available at true-up to support implementation of the Staff rate designs prior to settlement discussions or receiving an order?

A: Yes.

Q: Did Staff review this plan with the Company before proposing it here or did they follow-up after filing?

A: No. We learned of this plan only after thorough review of the testimony. The Staff testimony sponsoring the Rate Design Report only mentions, "continued work on rate calculation."[12] The entirety of the Staff rate design proposal is frustratingly difficult to follow in the Staff Rate Design Report, and the piecemeal presentation fails to highlight this critical element of the proposal.

Q: Did Staff offer any specific support for why their rate design should be adopted?

A: No. Staff did not detail a specific benefit for the considerable change to the seasons and the timing periods from demand and energy pricing used within the Company rate designs. It is fair to believe these design elements are perceived by Staff to be superior. Absent any support for this perspective, I do not endorse this approach.

Q: Did the Company examine customer migrations resulting from the proposed rate design and include those details in its Direct Filing?

A: Yes. The Company fully supported the migrations and offered updated billing determinants to support its proposal.

[12] ER-2026-0143, Rate Design Direct Testimony of Sarah Lange, page 2, line 6.

Q: Does Staff explain why rate structure implementations should be delayed until November 2027?

A: Yes. Staff suggests the delay be used for customer education and for billing system configuration.

Q: Do you agree with this need?

A: No. I support the Rebuttal Testimony offered by Graham Jaynes on these points, and my testimony is focused on providing additional context to the Company's approach toward customer education, disputing Staff's perceived justification for this delay.

Q: How does the Company address customer education needs resulting from a rate case?

A: This detail was communicated to Staff in response to Data Request #0238 and included in the Staff Rate Design Report. In the data request response we stated that the Company does not normally prepare customer education plans as part of proposals made in its direct testimony. Historically, it has been common for intervenors in the general rate proceeding to disagree with all or part of a Company proposal. As a result, Company proposed rate changes can be changed dramatically during the course of the general rate proceeding. Efforts spent preparing detailed customer education plans would be imprudent. Instead, as the general rate proceeding progresses, if the Company believes a rate proposal is being found acceptable, more detailed planning, including the creation of customer education plans may occur. At its most extreme, should a proposal go to hearing and remain uncertain until the Final Order, detailed implementation planning will also wait. With respect to the proposals made in this case, the Company is prepared to establish detailed customer education plans when it judges the timing is right to expend this effort. Based on prior rate implementations it is reasonable to expect the customer education plans will include the following elements,

- Identification of customers affected by the approved rate design proposals
- Detailed talking points concerning the purpose, operation, and effect of the approved rate design proposals
- Educational materials (web-based, electronic or hard copy)
- Planned channels for communication
- Training of Company-representatives and Customer Support personnel

Q: Has this approached work for the Company and its customers in the past?

A: Yes. The Company takes its obligation to support customers seriously and seeks to provide timely information to customers to support their energy choices.

Q: Is a year needed for the Company to execute education plans or otherwise communicate details about a rate case to customers?

A: No. Staff has manufactured a need for delay where none has been articulated.

Q: Should the Commission support Staff's recommended year delay for customer education and billing system configuration?

A: No. The Commission should approve the Company's integrated plan and reject Staff's convoluted and unnecessary implementation plan.

IV. LARGE LOAD POWER SERVICE

Q: Have you reviewed the testimonies filed by the parties concerning the Company's Large Load Power Service tariff?

A: Yes, I have. Two parties provided testimony concerning administration of, or proposed changes to this tariff: Staff through witnesses Claire Eubanks and Sarah Lange and OPC through witness Geoff Marke. Google through witness Carolyn Berry offered testimony concerning the application of the settlement terms from EO-2025-0154 that I will respond to in this section as well. I will respond to each, starting with the testimony of Staff. Company witness Kevin Gunn also offers Rebuttal Testimony on Large Load-related topics.

Q: Before examining this testimony, please remind the Commission about the proceeding establishing the Schedule LLPS.

A: Evergy filed an Application for Approval of Evergy's Large Load Power Service Rate Plan and Associated Tariffs requesting rates and tariffs for customers with loads larger than 100 megawatts ("MW") in Evergy's service areas on February 14, 2025, identified as File No. EO-2025-0154. Data Center Coalition, Nucor Steel Sedalia, LLC, Velvet Tech Services, LLC, Google LLC, Sierra Club, Renew Missouri, Ameren Missouri, and Liberty were granted intervention, joining Staff and OPC as parties in the case. On September 25, 2025, Evergy, Ameren, Google, Velvet, Nucor, DCC, Renew Missouri, and Sierra Club, (collectively, the "Signatories") filed a document titled Non-Unanimous Global Stipulation and Agreement. Following an evidentiary hearing, the Commission released its Report and Order on November 13, 2025, authorizing Evergy to file LLPS schedules consistent with the LLPS Rate Plan filed with its Application, as modified by the terms of the Agreement, and the findings and determinations of the order. Compliance tariffs were filed and made effective on March 9, 2026.

In the four months since the effective date of tariffs, the Company has worked with multiple customers to successfully execute seven electric service agreements ("ESA") with five counterparties, one customer of the five being located in the Missouri Metro jurisdiction. As of the time of this testimony, one customer is being billed under the terms and pricing of the Schedule LLPS tariff.

Q: Why is this context notable?

A: This context should reinforce that the Schedule LLPS tariff and its related riders and processes are new and have yet to operate through a full calendar year. Testimony proposing changes to the tariff in this rate case, a rate case where an LLPS customer does not exist in the test year and only appears through minimum billing occurring in the true-up period, should be considered premature. Most concerning is the testimony of Dr. Marke on behalf of OPC seeking to change the fundamental designs and protections of the recently approved Schedule LLPS tariff. Many of the proposals brought forward by Dr. Marke concerning the Schedule LLPS tariff repeat identical proposals made in the EO-2025-0154 case and seem to be an attempt to relitigate that recent order. I will address this more directly later in this testimony.

Q: What is Staff's testimony concerning the Schedule LLPS tariff?

A: Staff's testimony concerning large load-related is offered by multiple witnesses, and elements appear in the Staff Rate Design Report. My rebuttal is focused on testimony directed at the Schedule LLPS tariff, the LLPS Rate Plan, and the EO-2025-0154 case where the LLPS Rate Plan was approved by the Commission.[13] My rebuttal begins with the testimony of Claire Eubanks where she raises concern with our application of the Schedule LLPS tariff and recommends additional LLPS-related reporting requirements.

[13] Testimony concerning the estimation of LLPS revenues and the inclusion of LLPS elements in the Company rate design are addressed by Graham Jaynes. Testimony concerning Fuel Adjustment Charge topics is addressed by Linda Nunn and Kevin Gunn.

Q: What aspects of the Schedule LLPS tariff being questioned?

A: Ms. Eubanks begins with the Interim Capacity provision, claiming that ***[redacted]*** She goes on to identify ***[redacted]*** Finally, she states, "At this time, it is unclear to Staff under what circumstances EMM would ***[redacted]***."

Q: Do you believe the Interim Capacity provisions of the Schedule LLPS tariff are being ignored or incorrectly applied?

A: No. The details noted are not evidence that the Interim Capacity provision is being incorrectly applied. Instead, I would offer that Ms. Eubanks does not understand the intended purpose of the provision. In the EO-2025-0154 case, the Company explained that the Interim Capacity provision is a temporary, term of opportunity included in the Schedule LLPS tariff design. In my Direct Testimony for the EO-2025-0154 case I state,

> **Interim Capacity Charge:** This is an optional element in the tariff that provides a method to recover specific capacity procurements needed to serve a Schedule LLPS customer prior to fully incorporating its load into an Integrated Resource Plan ("IRP"). This will be billed as a per kW charge. If the existing system cannot meet a customer's load requirements or load timing needs, the Company, after reaching an agreement with the customer, may enter into specific market contracts to provide interim capacity to the customer. In such case, the Company will charge the customer an additional demand charge reflecting the cost of this temporary capacity as a direct pass-through charge to the Schedule LLPS customer. Interim capacity and the related charge will not be utilized for all Schedule LLPS customers.

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> Billing-related details concerning the Interim Capacity will be documented in the Service Agreement.[14]

The Schedule LLPS tariff contains a similar variation,

> **INTERIM CAPACITY**
> If the Company determines that the Customer's load cannot be served by the Company's existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the Customer until sufficient system capacity may be supplied by the Company. The Customer and the Company must mutually agree on the terms for the Interim Capacity procured by the Company pursuant to an Interim Capacity Agreement. The Customer shall be subject to an additional demand charge (the "Interim Capacity Adjustment") calculated according to the terms of an Interim Capacity Agreement, with Customer responsible for the full costs thereof and the terms of the Customer's Interim Capacity Agreement.

Within these descriptions I would highlight that Interim Capacity is intended to be an optional, temporary "bridge" until service may be included in Company planning and provided by Company-supplied resources. Next, Interim Capacity is intended where there is mutual agreement with the Customer. Conceptually, Interim Capacity will address situations where customers have an urgent need to receive service and are willing to pay the market cost for that expedited service should market capacity be available. The concerns raised by Ms. Eubanks do not meet these criteria, so there is no expectation that Interim Capacity would be used. Based upon my interpretation of Ms. Eubank's testimony, Staff believes that Interim Capacity provisions are applicable in place of steps to incorporate new load into our planning and resource development. The Company has been consistent in its view that new large load is to be incorporated into Evergy's resource planning process and generation procurement approach, allowing the LLPS Rate Plan to rely on system average energy rates for purposes of billing large load customers.

[14] EO-2025-0154, Direct Testimony of Bradley D. Lutz, page 17, starting on line 18.

Q: For Customer A, did the Company take steps to incorporate these loads into its resource planning?

A: Yes. ***[redacted]***

Q: How does the Interim Capacity provision compare to the mechanisms established by the Customer Capacity Rider, Schedule CCR?

A: The Interim Capacity provision and Schedule CCR share the rate design purpose to align specific capacity resources to specific large load customers, but the respective approaches are considerably different. The Interim Capacity provisions act as a temporary pass-through of a paper capacity agreement. Schedule CCR establishes a bilateral agreement within the overall Company resource procurement process, for a resource owned by the customer and then effectuates an on-bill credit to align the delivered capacity to that customer's bill. As Schedule CCR is expected to be a long-term solution, Schedule CCR in conjunction with Schedule LLPS, offers more detail on the treatment of customer capacity, particularly within customer billing.

[15] EO-2024-0153/0154.
[16] EO-2025-0250/0251.
[17] EO-2026-0188/0189.

Q: On page 12, line 6, Ms. Eubanks states that, *[redacted]*** Is this true?**

A: While the logic of the statement is true, the question fails to address if paper capacity, suitable to the customer, is even available to apply through the Interim Capacity provision. The Interim Capacity provision is not designed or intended to be used when the Company is serving large load customers from system-level resources. Ms. Eubank's concern for undercharging Schedule LLPS customers does not apply to our situation.

Q: Concerning the Electric Service Agreement ("ESA") terms, what is Staff's issue here?

A: In a review of the ESA related to Customer A, Staff has identified terms and provisions that are believed to be inconsistent with the Commission's order in EO-2025-0154 and the Schedule LLPS tariff. Specifically, Staff noted ***[redacted]***

Q: Do you agree with this characterization?

A: I do not. The ESA is being used exactly as intended and while specific labels vary from the original proposal, the purpose and execution remain aligned with expectations communicated to the Parties and Commission during EO-2025-0154. Additionally, I would offer that Staff should expect some level of variation in the details of the ESA. It has become our experience that each customer, and the service to each site can be unique and require unique terms to execute the purpose of the LLPS Rate Plan. With that in mind, I will offer more detail on each of the concerns.

Q: To aid our understanding, what did the Company say was the purpose of the ESA?

A: In my Direct Testimony offered in EO-2025-0154 I state,

> A Service Agreement is common to the utility business, and in Evergy's case is identified in the Company's Rules & Regulations. Its purpose is to define the interaction between the Company and the customer, and to address non-rate terms and conditions, but normally is not executed in contract form. With customers under the Schedule LLPS tariff, the Company plans to use the Service Agreement to clearly link service under the new rate with the requirements of the Rules & Regulations while adding additional terms to address operational conditions unique to the respective customer and to memorialize customer specific pricing.
>
> The Service Agreement will be used to specify certain provisions of their electric service, including, but not limited to, load characteristics, customer-specific terms, applicable construction cost recovery terms, and other service details, including defined operating procedures. One of the key operational aspects detailed in the Service Agreement is the customer's contract capacity. As discussed earlier in my testimony, the purpose of the contract capacity is to define the customer's annual peak load forecast. This information will be used by the Company to support its resource planning efforts and to support billing under Schedule LLPS.[18]

The Company must maintain a high level of control and flexibility to the detail of an ESA to navigate the complexity of the planning process, let alone the variability of construction efforts and customer requirements.

Q: Starting with *[redacted]*** why is this included and how does it align with the expectations for the ESA?**

A: This provision is used in conjunction with service to Customer A, the ***[redacted]

[18] EO-2025-0154, Direct Testimony of Bradley D. Lutz, starting on page 62, line 3.

[redacted]*** This information is used by the Company to better forecast and plan for this customer's need in relation to other large load demands planned in the jurisdiction and is aligned with the ESA purpose set out in EO-2025-0154.

Q: If Customer A receives service at the levels stated in the *[redacted]*** would the ***[redacted]*** change accordingly?**

A: Yes.

Q: What are Staff's concerns about ESA terms for *[redacted]*****

A: Ms. Eubanks states that Staff is, ***[redacted]***[19] Further, Staff raises the development of Conditional High Impact Large Load Service ("CHILLS") at the Southwest Power Pool ("SPP") and relates it to the ***[redacted]*** and infers that ***[redacted]***[20]

Q: How do you respond to these concerns?

A: First, while it is true that SPP has developed CHILLS service within its tariff effective on July 1, 2026, that form of service is distinct from the conditions addressed under ***[redacted]*** CHILLS provides temporary, conditional access to the grid, offering quick interconnection, with the tradeoff of potential immediate curtailment

[19] ER-2026-0143, Direct Testimony of Claire Eubanks, page 13, starting on line 8.
[20] Id., line 10.

during periods of system stress to protect regional reliability.[21] Under CHILLS a large load customer must apply for service through an SPP member utility, provide necessary technical data, and be subject to a 90-day evaluation. Additionally, before receiving service, the customer must implement telemetering hardware and operational parameters to handle non-firm service. Only then can CHILLS service be received. In the situation examined by Staff, the provision for ***[redacted]*** are implemented to address operational conditions unique to this customer. Customer A ***[redacted]***

Q: **Staff recommends that should a customer receive CHILLS service, the Company must notify Staff within three business days and provide Staff with a copy of its filing to SPP or FERC.[22] What is your response to this recommendation?**

A: I do not support this recommendation. A notification within three business days is administratively burdensome and usually reserved for incident reporting.[23] Further, business processes around CHILLS service are not yet in place to inform a reasonable disclosure point. The Company is open to identifying a reasonable notification point and updating the process, but the need is not yet urgent, and this rate case is not the optimal timing to address this need.

Q: **Please further explain these operational conditions that led to inclusion of ***[redacted]*** in the ESA.**

A: ***[redacted]

[21] https://spp.org/markets-operations/high-impact-large-load-hill-integration/
[22] ER-2026-0154 Staff Rate Design Report, page 49, line 19
[23] 20 CSR 4240-3.190(4) requires Commission notification within one business day and updates within five business days for incidents that may affect the rendering of safe and adequate service.

[redacted]***

Q: Do you believe the Company has authority under the Schedule LLPS tariff to include *[redacted]*** in the ESA?**

A: Yes. Although this term was not included specifically within original discussions about the ESA, the term is compatible with ***[redacted]***

Q: Was the form of the ESA an issue during the EO-2025-0154 case?

A: Yes. Staff recommended that the form of the service agreement be defined in the Schedule LLPS tariff such that the terms could not be subject to change at Evergy's discretion.[24] Evergy recommended that the ESA remain outside of the tariff. In the Decision on this issue, the Commission sided with Evergy, stating,

[24] EO-2025-0154, Report and Order, page 33, Issue M.

> Large load customers are often highly individualized and not amenable to a one-size-fits all approach. A form service agreement would hamper Evergy's ability to exercise reasonable discretion in the service to its large load customers.
>
> The Commission will not require Evergy to include a form LLPS service agreement in its tariff.[25]

Q: Staff also has concerns with the relationship of Customer A *[redacted]*** How do you respond to this concern?**

A: Staff raises two issues related to Customer A, ***[redacted]*** In both cases, the Company took reasonable steps to transition into the LLPS requirements and take protective steps to ensure the Company did not create undue risks to accommodate

[25] Id, page 34.

this construction. Considering timing more generically, going forward, it is correct to expect that customers will execute an ESA for any construction to commence as defined in the Company Line Extension Policy.[26]

Q: To clarify, is "any construction" meant to include site preparation or construction occurring by a third party on behalf of the customer in advance of that customer taking control of the building to perform its business?

A: No. The reference to "any construction" is applicable to construction activities by Evergy to install the infrastructure needed to offer service through Schedule LLPS. Should a third party need service for construction power purposes, and request that service under their name, that would be considered separate from this provision.

Q: Does Ms. Eubanks make any additional LLPS-related proposals in her Direct Testimony?

A: Yes, Ms. Eubank recommends the Company be required to provide three categories of information to Staff: (1) Annual reporting to the Commission; (2) Provision of executed agreements and related information; and (3) Improved rate case filing requirements specific to LLPS. Each category has specific issues, so I will address each separately.

Q: Does Staff explain what led to recommending this reporting here instead of during the EO-2025-0154 case?

A: Yes. After the Commission denied Staff's reporting requirements in the Evergy LLPS case, the Commission later approved the Ameren Stipulation that included reporting conditions. Staff now seeks to standardize LLPS reporting and ensure information it deems necessary is provided to perform their duties.

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[26] Evergy Missouri Metro Rules and Regulations, Section 9.11 (E), Revised Sheet 1.30H.

Q: Does the fact that Ameren agreed to these reporting provisions as part of the stipulated settlement influence how the Commission should consider this recommendation today?

A: Yes, I think it should. Ameren agreed to these provisions as part of a larger settlement that included other terms not given to Evergy in its settlement. For Staff to now require these provisions of Evergy outside of the broad consideration of other factors seems inappropriate. Further, since Staff had the same opportunity to enter into settlement with Evergy to gain these reporting requirements but chose instead to take these issues before the Commission in hearing and were denied, now seems like an attempt to relitigate the Commission decision.

Q: Does the Evergy Stipulation in EO-2025-0154 include provisions for an annual report?

A: Yes. In that agreement Evergy committed to,

> 35. **Annual Reports:** The Company and stakeholders, including OPC, Staff, and customers, will meet to determine the contents of an annual compliance report to be provided to the Commission. This report will contain information regarding: (i) the number of new or expanded customers that have enrolled in Schedule LLPS and (ii) the total estimated load enrolled under Schedule LLPS. Any other reporting requirements will be determined as a result of the Company and stakeholder discussions. Energy usage information will be provided on a confidential and anonymized basis. The Company commits to meeting with Staff and OPC at least annually, and on a highly confidential basis, to provide updates on Schedule LLPS with the agenda to be mutually agreed to by Staff, OPC, and the Company.[27]

I believe this should address Staff's need for insight into the Company's large load economic pipeline. Staff's recommendation for annual reporting in this case should be rejected.

[27] Case EO-2025-0154, Non-Unanimous Global Stipulation and Agreement, filed September 25, 2025, page 18.

Q: Next, Staff recommends the Company provide executed ESAs with LLPS customers and certain related information. Does Staff detail the "related information"?

A: Yes. In addition to the ESA, Staff wants to receive considerable detailed information. Specifically,

> a) An updated capacity and demand forecast without the new LLPS customer.
> b) An updated capacity and demand forecast with the new LLPS customer.
> c) The boundary of EMM's facilities serving the LLPS customer in a format supported by the State's geographic information system (GIS) software.
> d) Evidence that EMM has completed all internal engineering studies supporting the interconnection, a description of all interconnection upgrades and interconnection facilities needed for the LLPS customer, and a complete copy of the interconnection study. EMM will also provide a copy of the construction agreement documenting all estimated costs related to interconnection of the LLPS customer and provide how those costs will be recorded on EMM's books and records.
> e) To the extent known to EMM, the LLPS customer's full corporate name and registration information, and that of any and all parent companies.[28]

Q: Is it reasonable for Staff to receive all of this information at the time of ESA execution?

A: It is difficult to say for certain. In her testimony, Ms. Eubanks offers justifications[29] for each part of the request, but some justifications are for convenience as opposed to need, and other justifications are unrelated to the ESA entirely. For example, updated capacity and demand forecasts with and without the new customer are clearly not needed to examine the ESA, but instead Staff states these are needed to "assess the application of the Interim Capacity provision going forward."[30] [31] This justification is based on Staff's misunderstanding of the Interim Capacity provision as discussed earlier. In another

[28] ER-2026-0143, Direct Testimony of Claire Eubanks, page 17, starting on line 11.
[29] id, page 18, starting on line 3.
[30] id, page 12, line 13.
[31] Staff concerns about Interim Capacity were addressed earlier in this testimony. Concerns about the misapplication of this provision are misplaced.

justification, Staff states that the boundary shape files are needed to aide Staff in its work supporting the State Emergency Management Agency during emergency activations and responding to customer quality of service inquiries. A mapping level shape file of the Company facilities serving an LLPS customer would seem beyond the general need for this work. Staff includes access to detailed and customer specific data such as engineering studies, construction cost estimates, and how such facilities will be recorded in the list. This need is clearly premature and unrelated to examining the terms of the ESA as Staff affirms, stating that having this information will allow for "timely access to information for rate case audits", even though a rate case might not be before the Commission. For my part, the bulk of this detailed information is not needed at the time of ESA execution and would be premature to provide outside of a proceeding before the Commission to offer context for the information. It would appear that Staff is seeking access to detailed, near real-time information that would allow Staff to manage execution of the LLPS Rate Plan.

Q: Is it reasonable for Staff to receive the ESA following execution?

A: Yes, but with due consideration. As I stated in my Direct Testimony in the EO-2025-0154 case,

> The Company anticipates making individual Service Agreements available to the Commission and the parties as requested, although confidentiality protections will likely need to be addressed on a case-by-case basis, depending on the terms and conditions of each Service Agreement and each customer's commercial concerns.[32]

As witnessed within this rate case, large load customers have concerns about the details of these agreements and have requested elevated protections. Protections deemed "Highly Confidential" were established by the Commission in a Protective Order issued on April

[32] EO-2025-0154, Direct Testimony of Brad Lutz, page 65, starting on line 4.

13, 2026.[33] I would expect some similar level of protection would need to be established, preferably through a dedicated docket filing with a protective order, to properly protect the details of the ESA and alleviate customer concerns.

Q: Staff's third reporting category concerns improved rate case filing requirements specific to LLPS. How do you assess this request?

A: Staff is defining the form of LLPS-related work papers to be provided in a future rate case. Staff further dictates an expectation of update through the true-up cutoff date of that future case. I find it interesting that Ms. Eubanks cites this rate case as justification for why this prescriptive data requirement is needed, particularly since this case does not have an LLPS customer present in the test year for the case. The Company has been clear that this case has limited LLPS involvement, particularly since a single LLPS customer just began receiving service in the final months of the true-up. In my opinion, it would be reasonable that limited case relevant, customer data would be available given this timing. To my knowledge, no utility has filed a rate case inclusive of an LLPS customer, so to presume that inadequate data will be offered in work papers is premature at best. It is my experience that in rate cases ratemaking for large customers, currently Large Power Service customers, are supported through additional, customer-level detail as compared to other customer classes. It would be reasonable to expect that customers served under Schedule LLPS would be sufficiently detailed in the work papers of a rate case.

[33] https://www.efis.psc.mo.gov/Document/Display/873131

Q: Should the Commission accept Staff's recommendation concerning these filing requirements?

A: No. The Staff request does not fully consider commitments already made, important protections for this customer data, or makes these recommendations in anticipation of need as opposed to offering a clear purpose for the information requested.

Q: What testimony is offered by Sarah Lange concerning the Schedule LLPS tariff or LLPS-related issues?

A: Ms. Lange offers revenue requirement testimony concerning the status of the Company's large load customers, the treatment of revenues for LLPS customers, identifies areas of concern with EMM's tariff management related to large customers, and offers testimony concerning data to develop an estimated Fuel Adjustment Clause ("FAC") base factor at true-up and propose on option to mitigate the future FAC impact of large customers. Company witness Graham Jaynes will offer rebuttal concerning the treatment of revenues. Company witness Linda Nunn will offer rebuttal concerning the FAC. I will speak to the large load status offered and concerns about tariff management. Ms. Lange also offers rate design testimony that recommends tariff changes and clarifications. The proposed changes would include construction power within the Schedule LLPS term and establish terms to address potential issues of demand exceedance.

Q: Staff offers considerable testimony detailing the status of Customer A and Customer B. Do you agree with this status?

A: Yes, I generally support the status offered by Ms. Lange in her Direct Testimony. Rebuttal concerning how this status is used to inform revenue adjustments is addressed by Company witness Graham Jaynes. My testimony will provide further information to explain comments made by Staff concerning discovery and LLPS tariff administration.

Q: Concerning administration of the Schedule LLPS tariff, does Ms. Lange offer any additional testimony to what was offered by Ms. Eubanks on this topic and already discussed in this rebuttal?

A: Yes. Ms. Lange takes issue with the timing of the ESA execution for Customer A and the Company's calculation of the minimum bill. She also discloses that some areas of concern that are still being reviewed by Staff and will appear in Rebuttal Testimony.

Q: Do you agree with Ms. Lange's issue with the timing of the ESA execution for Customer A?

A: No. The Company was open about its ongoing work with large load customers occurring both before and during the EO-2025-0154 case. ***[redacted]***

Q: Ms. Lange offers considerable first-hand information concerning Customer A and its load ramp. Do you support this detail?

A: I have reservations in supporting this detail. ***[redacted][34] [redacted]

[34] ER-2026-0143, Data Request #0488.

[redacted]***

Q: What is your understanding of status of the transmission, substation, and other interconnection infrastructure to serve Customer A?

A: In preparing for this testimony I spoke with the Company's Construction Project Manager assigned to the Customer A project. ***[redacted]***

Q: Do you agree with Ms. Lange's discussion concerning the status of Customer B?

A: No. Beyond the correct identification of the customer's name and location, Ms. Lange focuses on ***[redacted]

[redacted][35]***

Q: Why is Customer B receiving service under Schedule LPS instead of Schedule LLPS?

A: ***[redacted]***

Q: Based on this information, should Staff include Customer B in their large load true-up plug?

A: No. The Company believes Customer B, particularly at this early point of service, is appropriately handled through the typical customer normalization processes. Company witness Graham Jaynes explores this concern more fully in his testimony.

[35] ER-2025-0143, Data Request #0348.

Q: Based on this information, is Staff's decision to use *[redacted]*** in the true-up plug reasonable?**

A: No. ***[redacted]*** Resource planning may be done with forecasted information, but ratemaking should be based on known and measurable determinants. Company witness Graham Jaynes explores this concern more fully in his testimony.

Q: Do you agree with Staff's assertion that the Company is inappropriately calculating the minimum bill for Customer A?

A: No. The Company is calculating the minimum monthly bill according to the terms of the Schedule LLPS tariff. Specifically, a minimum monthly bill amount is determined by computing the sum of the Demand Charge, Customer Charge, Grid Charge, Reactive Demand Adjustment, any other Demand-Based Riders and, the Cost Stabilization Rider by using the Customer's Minimum Demand, set at 80% of the Contract Capacity for the period. Staff highlights the response to Staff DR No. 415 to support this concern but has misunderstood the response. ***[redacted]

[redacted]*** Customers receiving service under Schedule LLPS are assessed a minimum bill based on 80% of the Contract Capacity as intended by the tariff.

Q: Staff further asserts this perceived inconsistency, [redacted][36]*** **Do you agree with this characterization?**

A: No. ***[redacted]***

[36] ER-2026-0143, Staff Rate Design Report, page 35, line 23.

Q: Concerning the Schedule LLPS tariff changes and clarifications recommended by Ms. Lange on behalf of Staff, what is your response?

A: Ms. Lange addresses two areas of concern with her proposal. She recommends clarifications to address construction power within the Schedule LLPS term, and she proposes new language to address potential issues of demand exceedance. I recommend the Commission reject both recommendations.

Q: What are your concerns with the proposed clarifications to address construction power?

A: In speaking to the timing of the ESA executions earlier in this testimony, I clarified the Company view of construction power. Those statements are applicable here as well. Construction power is separate from service received under Schedule LLPS and would not be appropriate to include within the Schedule LLPS term. It is common practice with most non-residential construction and certainly my experience with large load customers that construction occurs in advance of any business use at the location. Moreover, the construction is commonly performed by a third party, and the construction site remains under control of that third party until the construction is completed, and the customer assumes control.

Q: Staff states that without clarification, "the effective ramp period could extend in excess of the five years contemplated by the Commission in approving the LLPS tariffs." Do you agree?

A: No. In my view, the ramp is intended to be a transitional period for the large load customer, not the developer or contractor building the facility. During the transitional period, the large load customer has taken control of the facility and is outfitting and commissioning equipment to be used for their expected business purpose. Plainly stated, I do not see construction as part of the expected LLPS ramp period, and this attempt to include it would make the Schedule LLPS protections applicable to the wrong customers and for the wrong reasons.

Q: Do you support revising the Schedule LLPS tariff to include Staff's three-part solution to address possible demand exceedance?

A: No. Ms. Lange offers a three-part provision to address demand exceedance,

> (1) exceedance of the contract demand is not allowed and that EMM should take reasonable steps to ensure that the contract demand is not exceeded, including during the ramp period,
>
> (2) if the contract demand is exceeded that non-LLPS ratepayers will be held harmless from any and all costs associated with that exceedance, and
>
> (3) if the contract demand is exceeded, that level of demand is the new basis for calculation of the minimum demand charge.[37]

In my opinion, ***[redacted]

[redacted]

[37] ER-2026-0143, Rate Design Direct Testimony of Sarah Lange, page 8, line 1.

[redacted]***

Concerning the third provision, the new basis for the minimum demand, I suggest the Commission reject this as an unreasonable and administratively burdensome provision. As written, if an LLPS customer were to exceed their Contract Capacity by a single kW, the Company would be compelled to reset the Contract Capacity for billing, for use in the administering the Collateral Requirement, and for all other protection provisions based on the Contract Capacity value. The Company believes it's reasonable to expect large load customers will comply with their contractual obligations, and a capacity exceedance would be the result of operational conditions and inadvertent outcomes. Triggering widespread change to a fundamental element of the Schedule LLPS rate design is an impractical expectation.

Q: Staff's proposed three-part solution is also offered to address concerns about non-firm transmission service and CHILLS. *[redacted]*****

A: Yes. In my opinion, ***[redacted]***

Q: What is the OPC's position concerning large loads?

A: Dr. Marke opens his testimony with a lengthy exploration of the risks of large loads with a particular emphasis on Artificial Intelligence ("AI"). The testimony offers a number of details, provides graphs and charts of AI-related information, cites multiple studies and quotes numerous sources to say that AI and large loads are risky investments for Evergy to serve and increase risks for all utility customers. Company witness Charles King offers Rebuttal Testimony concerning Dr. Marke's recommendation for AI-related workshops.

Q: Are these risks the same or similar to risks considered in the development of the LLPS Rate Plan filed in EO-2025-0154?

A: Yes. It was concerns like those raised by Dr. Marke that led Evergy to propose the LLPS Rate Plan, inclusive of the Schedule LLPS that includes a wide range of protections to help mitigate these very risks. The LLPS Rate Plan was developed with input from a broad range of stakeholders, including utilities, industrial customers, technology companies, and environmental organizations, to ensure risks were appropriately addressed.

Q: **In this discussion of risks Dr. Marke points out that the Evergy 10-K now notes service to large loads as a financial risk. Is this indicative of any new risk not considered?**

A: No. The primary purpose of a 10-K disclosure is to provide transparency, accountability, and comprehensive financial information so investors can make safe, informed choices. The Securities and Exchange Commission ("SEC") sets out the topics that all companies must cover in their 10-Ks, and how the information should be presented.[38] Risk Factors are one of the required topics and the step of including service to large loads as a risk is a reasonable and prudent disclosure. The Evergy 10-K filed in February 2026 lists 26 individual risks organized into the following categories, Utility Regulatory Risks, Environmental Risks, Financial Risks, Customer and Weather-Related Risks, Operational Risks, Litigation Risks, and Environmental, Social and Governance Risks.[39]

Q: **Do you believe the Schedule LLPS tariff contains appropriate protections to address risks associated with large loads including the additional risks raised by Dr. Marke?**

A: Yes, I do.

Q: **How did the Commission assess the LLPS Rate Plan?**

A: In its Report and Order for EO-2025-0154, the Commission states,

> The Commission finds that Evergy's LLPS Rate Plan, as amended by the Agreement, offers the best resolution for providing service to LLPS customers and satisfies the requirements of Section 393.130.7, RSMo. It resolves issues related to serving LLPS customers, reflects broad stakeholder consensus, sets the framework for an LLPS rate schedule, and contains strong safeguards to ensure that large new loads pay their fair share

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[38] https://www.sec.gov/files/reada10k.pdf

[39] https://investors.evergy.com/node/43646/html#i8a6138614d3d4303820472aabbd734cb_28

> while enabling growth that benefits Missouri. It offers a comprehensive, workable framework that gives Missouri a competitive LLPS program while embedding firm protections for existing customers.[40]

Q: Do you believe there is any compelling need to change the Schedule LLPS tariff or the related elements established in the LLPS Rate Plan based on Dr. Marke's expressed concerns of risks?

A: No. Evergy continues to monitor industry developments around large loads and gains new experience as it executes on the LLPS Rate Plan in providing service to customers. Evergy will not hesitate to bring refinements and adjustments to the Schedule LLPS tariff and the LLPS Rate Plan to the Commission for consideration.

Q: What is the OPC's position specific to the Company LLPS tariff and the LLPS Rate Plan in general?

A: Dr. Marke raises a small number of recommended changes to the Company Schedule LLPS tariff. He also recommends that the Commission add a number of studies to the LLPS process, specifically studies for Power Usage Effectiveness ("PUE"), Water Usage Effectiveness ("TUE"), Total Harmonic Distortion ("THD"). Within the PUE topic, Dr. Marke alludes to additional pre-construction and post-construction reporting requirements that extend beyond the PUE context and explore design of the customer systems and the inclusion of demand response capabilities.

[40] EO-2025-0154, Report and Order, page 28.

Q: Before examining the testimony, were any of these recommendations made in EO-2025-0154, the Company's Large Load Rate Plan filing?

A: Yes, large sections of Dr. Marke's Direct Testimony are repeated word for word from the Rebuttal Testimony filed in EO-2025-0154 on July 25, 2025. The PUE, WUE, and THD proposals are identical to those proposed earlier.

Q: What was the Company position concerning the PUE, WUE, and THD studies within the EO-2025-0154 case?

A: Company witness Kevin Gunn addressed these topics in his Surrebuttal Testimony. I will repeat his conclusions here, but I believe Mr. Gunn's entire Surrebuttal Testimony on these topics is applicable here. Mr. Gunn offered the following conclusions,

> **Q: Should the Commission require a PUE/WUE studies as a pre-construction requirement?**
>
> A: No, not at this time. In order to utilize these scores, the Company and the Customers would need to know what score would be deemed acceptable and then understand the expected result if the score is not met. Would we deny service to customers based on these metrics? Also, the PUE/WUE scores are data center focused metrics, and I don't see that it would be relevant for advance manufacturing or other non-data center application.[41]
>
> **Q: Should the Commission require a harmonic-specific studies as a pre-construction requirement?**
>
> A: No, not at this time. The Company asserts its Interconnection Standards, and its general oversight of power quality are appropriate to address this concern. Further, examination of the Bloomberg claims quoted by Dr. Marke reveal there are alternate views that should cause the Commission to be cautious about taking any unusual steps. The Uptime Institute, an "advisory organization focused on improving the performance, efficiency, and reliability of business-critical infrastructure through innovation, collaboration, and independent performance certifications." considers the claims of the Bloomberg report and offers additional evidence on why data centers are unlikely to be the central cause of these effects. This aligns with

[41] EO-2025-0154 Surrebuttal Testimony of Kevin Gunn, page 21, line 13.

> our experience that when operating a shared electric system, power quality issues can be complex and cumulative.[42]

Q: What was the Commission decision concerning the PUE, WUE, and THD studies within the EO-2025-0154 case?

A: The Commission rejected the recommendation. Specifically, stating,

> Water conservation and energy efficiency are important factors for large load customers in meeting their sustainability goals and are key elements they manage behind the meter. To require every large load customer to perform a total harmonics study instead of addressing any concerns through Evergy's interconnection standards and oversight of power quality standards would make the process unduly onerous for large load customers, thereby creating barriers to entry into the Missouri market. The Commission does not find the evidence presented by OPC in support of these studies convincing and finds the studies would be duplicative of efforts already performed by large load customers and Evergy. The Commission rejects OPC's proposal for the Power Usage Effectiveness, Water Usage Effectiveness, and Total Harmonic Distortion studies.[43]

Q: Should the Commission similarly reject OPC's recommendation concerning PUE, WUE, and THD studies made now in this case?

A: Yes.

Q: Concerning the Schedule LLPS tariff terms, what changes are being recommended by OPC?

A: Dr. Marke recommends a change to the Applicability, making the Schedule LLPS tariff applicable to data center customers 25MW and larger. He also proposes basing the minimum billing for LLPS customers on 90% of the Contract Capacity with the opportunity for a 10% reduction, requiring,

> if a hyperscaler can demonstrate a significant financial contribution to the local service area in at least one of three potential areas: job creation,

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[42] Id., page 22, line 10.
[43] EO-2025-0154, Report and Order, Issue L, pages 32 and 33.

> demand-side management contributions for low-income domiciles, or reduced urban heat impacts (if applicable).[44]

Dr. Marke repeats his EO-2025-0154 recommendation that the term of the Schedule LLPS tariff be set to 20 years.

Q: Do you support these recommended changes to the Schedule LLPS tariff

A: I do not. The Applicability of the Schedule LLPS tariff was addressed in EO-2025-0154, setting the threshold at 75MW and there is no compelling reason to change it so soon after approval. I also have concerns with the suggestion that the threshold be only applicable to data center customers. In the industry assessments completed to prepare the LLPS Rate Plan and shared within EO-2025-0154 we learned of problems in other jurisdictions where a tariff was directed at data centers, cryptocurrency, or other end use were determined to be discriminatory. Concerning the Contract Capacity, the 90% recommendation was rejected in EO-2025-0154 and I recommend the Commission reject the new 10% reduction related to local financial contributions.

Q: Why is it unadvisable to rely on local financial contributions to influence the minimum billing of large load customers as recommended by Dr. Marke?

A: The 10% offset proposed by Dr. Marke is predicated on the large load customer making a financial contribution, suggested to be equivalent to 2% of their monthly bill,[45] to one of three areas: job creation, demand-side management contributions for low-income domiciles, or reduced urban heat impacts (if applicable).[46] This proposal is superficial in that it includes no real process to evaluate or determine the level of effort to execute. It does not define if the contributions are one-time or persistent contributions. It does not

[44] ER-2026-0143, Direct Testimony of Geoff Marke, page 33, line 19.
[45] ER-2026-0143, Direct Testimony of Geoff Marke, page 34, line 5.
[46] Id, page 33, line 20.

define appropriate recipients for the funding. In order for the Company to administer billing of a large load customer under this proposal, it will need to establish and maintain a process for the large load customer or some other third party to provide verification of the contributions, including the amounts contributed. All of these issues would serve to delay or otherwise jeopardize timely customer billing. If the OPC wishes to extract support for these needs from large load customers, there are other ways to do it instead of burdening the billing process.

Q: What is Google's position concerning the Schedule LLPS tariff?

A: Dr. Carolyn Berry on behalf of Google does not recommend any specific changes to the Schedule LLPS tariff but instead offers testimony concerning the proposed increase to the Schedule LLPS rates. Citing the Non-Unanimous Global Stipulation and Agreement ("2025 LLPS Settlement") approved by the Commission in EO-2025-0154, Dr. Berry recommends no increase to the Schedule LLPS rate at this time. Company witness Graham Jaynes will respond to the rate increase itself. I will respond specifically to the Company's view of the 2025 LLPS Settlement.

Q: The 2025 LLPS Settlement includes a section titled "Initial Pricing". Do you and Dr. Berry disagree with the interpretation and application of this section to the current rate case?

A: Correct. We view the section differently, an issue explored within discovery and included for reference as Schedule CB-2 and CB-3 in the testimony of Dr. Berry.

Q: How were the Schedule LLPS rate elements and pricing developed?

A: Development of the Schedule LLPS pricing was explored in detail in my Direct Testimony for the EO-2025-0154 case.[47] For this rebuttal, I will summarize the steps taken.

1. Establish a baseline from the current rates – The LLPS rates were developed relative to baseline pricing developed from the existing LPS rates. This alignment would help ensure the pricing of the initial rate would be an extension of the current, Commission-approved pricing and would ensure an appropriate level of revenue recovery from LLPS customers. The Company calculated the annual monthly billing for a representative customer under the current LPS rate to produce an average price per kWh that became the base rate target for the LLPS rate
2. Use the Class Cost of Service ("CCOS") to establish pricing relationships - The Company was aware that its current LPS rate pricing does not align well with cost of service so it was determined that the LLPS rate should be built using pricing that closely aligns with the cost of service. Specifically, demand and energy costs should closely align with the cost of capacity and energy.
3. Design the final Schedule LLPS pricing - The Company considered CCOS scenarios that approximated the addition of LLPS customer costs and revenues and chose pricing within the range of these results.

[47] EO-2025-0154, Direct Testimony of Brad Lutz, page 21, starting on line 14 through page 29, line12.

Q: It's clear from these steps that the relationship between the LPS rates and the LLPS rate is important. Is that true?

A: Yes. Without actual customer information it was deemed important that established pricing, based on the existing, most similar rate and its related cost components, would produce the most reasonable rate.

Q: Would Dr. Berry's recommendation to increase LPS rates but not LLPS rate break this relationship?

A: Yes.

Q: Dr. Berry's highlights that the Schedule LLPS rates are 15 to 17% higher than the currently effective LPS rates. Is this true? Does this indicate the relationship was broken as a result of the stipulated settlement?

A: It is true that the LLPS rates are higher than the currently effective LPS rates. This is a result of the conversion of the proposed System Support Rider Acceleration Component to a demand charge adder. Since that demand adder amount can be identified, the relationship to the LPS rates remains in place. The Company proposal to increase all rates equally will keep the respective rates and the demand adder aligned.

Q: Dr. Berry notes the LLPS rates are newly enacted. Does this fact limit the Company's ability to propose an increase?

A: No. Evergy had a similar situation in its Kansas jurisdiction. Evergy, in its Kansas Central jurisdiction, reached a rate case settlement in Docket No. 25-EKCE-294-RTS and filed a settlement agreement on July 15, 2025. The pricing changes for that rate case were incorporated into the LLPS Rate Plan Settlement Agreement filed on August 18, 2025, under Docket No. 25-EKME-315-TAR. Google was a party for both cases.

Q: Does the testimony of Dr. Berry change your view of the proposed increase to the Schedule LLPS rates?

A: No. I stand by the proposal to increase the Schedule LLPS rates at an equal percentage, similar to the treatment of Schedule LPS rates.

V. BILL ESTIMATION & BILL ACCURACY

Q: Have you reviewed the testimonies filed by Staff concerning its bill estimation processes?

A: Yes, I have. Staff witnesses Randall Jennings and Sarah Lange have provided testimony concerning this topic. Ms. Lange's testimony is offered within the Staff Rate Design Report.

Q: Please summarize Staff's concern as you understand it.

A: Staff has issues with the Company's bill estimation methodologies and suggests the Company offer revised tariff language to accurately describe the estimation methodology it uses. There are additional recommendations concerning the review, correction, recordkeeping, and reporting around bill estimations. Further, Staff recommends that the Company take action to remove residential customers from TOU rates where estimations occurred in three months or more during a twelve-month period.

Q: Generally, how do you respond to these recommendations?

A: I am supportive of recommendations to refine the bill estimation methodology within the General Rules and Regulations language but have concerns with the additional recommendations. I have particular concern with the proposal to remove residential customers from the TOU rates. I will address each within this section of my testimony. Company witness Julie Dragoo, Vice President of Customer Operations offers additional testimony concerning our bill estimation processes and addresses the accuracy of our customer billing.

Q: Before responding to the Staff testimony, please explain bill estimations?

A: Bill estimations are the recognition that it is impossible to have perfect information in a timely fashion, to support monthly customer billing. It is an acknowledgement that there are reasonable ways to execute customer billing based on estimated readings that can suffice until an actual meter reading can be obtained. These expectations have been codified in the Missouri Code of State Regulation under 20 CSR 4240-13.020 Billing and Payment Standards ("CSR").

Q: Does the CSR define situations where bill estimations are allowed?

A: Yes. 20 CSR 4240-13.020(2)(A) defines the conditions where bill estimates are allowed. Specifically,

> 1. To seasonally billed customers, provided that an approved tariff reflecting seasonal estimation is on file with the commission and an actual reading is obtained before each change in the seasonal cycle;
> 2. When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings;
> 3. When the utility is unable to obtain a meter reading for reasons beyond the utility's reasonable control, including an inability to access the customer's premises as necessary. If the utility is unable to obtain an actual correct meter reading for these reasons, where necessary it shall undertake reasonable alternatives to obtain a customer reading of the meter, for example mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise;
> 4. When the utility does not obtain an accurate or correct meter reading due to equipment or mechanical failure, when the company could not reasonably detect such failure given variability in usage at that customer location;
> 5. When a utility is unable to accurately obtain a meter reading due to human or billing system error;
> 6. When the utility does not obtain an accurate or correct meter reading due to equipment or mechanical failure, including a remote meter reading device's failure to transmit a reliable reading; and

> 7. When the utility does not obtain an accurate or correct meter reading due to failure to detect and verify usage at the customer's location, i.e., vacant with usage;

The section goes on to identify the expectations for billing based on estimated meter readings, limits to bill estimations, and expectations for resolving the conditions leading to bill estimations.

Q: Is it safe to say that bill estimations are an expected part of utility customer billing?

A: Yes. A bill estimate is not an indication of improper billing but is a recognition of the complexities and time sensitivity of utility customer billing.

Q: Is the Company following its bill estimation processes defined in Section 6.06 of its General Rules and Regulations?

A: Yes, but the defined methodology does not cover the application of bill estimation to all customer billing conditions. The Company accepts that additional tariff language is needed to address the estimation of interval readings. The existing bill estimation language explains methods used to estimate scalar meter readings.

Q: Are you able to determine why the bill estimation provisions in Section 6.06 do not address interval estimations?

A: Customer billing using interval meter readings is relatively new and was not used in a widescale fashion until the broad implementation of TOU rates for Missouri residential customers. In my examination, the Company did not include tariff revisions as part of that TOU rate implementation and then did not note the oversight when the billing systems were configured to support interval meter readings and the related bill estimation processes.

Q: What are scalar meter readings versus interval meter readings?

A: Scalar meter readings are measured at a variable point in time capturing the usage accumulated up to that point in time. For use in billing, scalar meter readings are usually subtractive in nature, where one read is subtracted from a previous read to determine the usage for a particular billing period. This has been the typical meter reading method, particularly suited for the mechanical meters used in the past.

Interval measuring components are measured at predictable intervals such as every 15 minutes, every 30 minutes, every hour, every day, etc. For use in billing, interval readings are additive in nature, where a series of intervals are combined to determine the usage in a particular billing period. Historically, interval readings needed specialized metering equipment to capture and were limited to metering for large customers or load research. This changed with the move to electronic metering equipment.

Q: Why are interval meter readings important?

A: Because interval readings include time elements, these intervals are needed to align with time-based rates such as the current Missouri TOU rates for residential customers.

Q: Please confirm the Company's current estimation process for missing interval data:

A: If a meter read file is missing usage data for an interval, the Meter Data Management ("MDM") system leaves those intervals blank for up to 48 hours to allow time for a corrected file to arrive. The Automated Metering Infrastructure ("AMI") system and its connection to the MDM is a live interconnection, and meter reads are updated frequently. After 48 hours, if the intervals are still missing, the MDM system estimates them using the following hierarchy:

1. Same day/time one week prior – The MDM system first checks the exact interval from the previous week.
2. Same day/time two weeks prior – If last week's data isn't available, the MDM looks two weeks back.

3. Similar days/times – If neither week has data, the MDM system uses similar day types and times (weekday → weekday, weekend → weekend, holiday → holiday).

Example:

If usage is missing for an interval on Monday from 12:00–12:15 PM, the MDM system first looks at that same time window from the previous Monday. If unavailable, the MDM system checks two Mondays back, and so on.

After the estimations are completed, the Company will compare the total usage for the billing period, calculated by the intervals to the expected total usage calculated from a scalar reading taken for the same customer for the same period. If the total variance between these readings is more or less than 33 kWh sum check threshold, the metering data for the month is examined manually by Billing Personnel, ensuring that the total measured use stays closely aligned with actual conditions. The 33 kWh sum check threshold is set to ensure the use of manual labor to correct the variance is cost justified. Said another way, correcting an interval to scalar variance of less than 33 kWh will cost more in Company labor costs, than the cost of those kWh. Company witness Julie Dragoo describes the 33 kWh sum check variance threshold, including the business review process that established it, in greater detail in her Rebuttal Testimony.

Q: Will a single estimated interval trigger an estimated bill for the applicable billing period?

A: No. Assuming a 15-minute interval, a single interval represents one of approximately 2,920 intervals[48] used for billing in a given month. Referring back to 20 CSR 4240-13.020,

[48] 8760 hours in a year × 4, 15-minutes intervals per hour ÷ 12 months in a year.

the CSR considers estimation for when the usage for an entire 26 to 35 day[49] billing period is unavailable. Instead, the Company process will flag the monthly bill as estimated after one third of the intervals for that billing period have been estimated. This threshold was not determined empirically but instead reflects our operational experience of a level of error representative of a sustained meter or communication issue and was implemented by Company customer billing personnel during a billing system and MDM system implementation.

Q: Does the Company's estimation process for missing interval data align conceptually with the requirements of the CSR?

A: I believe it does. 20 CSR 4240-13.020(C) identifies the use of historical data as an appropriate step to produce an estimated read. The Company interval estimation process mirrors that approach and further seeks first to replicate usage information from the same time intervals to ensure accurate estimates are produced. That said, the Company accepts Staff's position that the tariff language should be revised to reflect this methodology. My support is offered to reinforce that the methodology used to handle intervals is reasonable, and the bills produced are as good if not better than the estimated bills produced under the preexisting bill estimation terms for scalar meter reads. The Rebuttal testimony of Julie Dragoo offers additional testimony in support of this estimated billing.

Q: Are the billing determinants resulting from estimated bills inaccurate or unreliable?

A: No. Remembering that currently tariffed processes rely on average reads prior days or days from previous years, the interval estimation process does more to maintain time period

[49] 20 CSR 4240-13.020 (C) states; "Billing period means a normal usage period of not less than twenty-six (26) nor more than thirty-five (35) days for a monthly billed customer nor more than one hundred (100) days for a quarterly billed customer, except for initial, corrected, or final bills;"

alignment and preserve the reasonableness of the monthly billing. I would also note that bill estimations have always been a part of the underlying determinants used to support rate cases. Those determinants were useful to support ratemaking then, and I don't expect any difference now.

Q: Mr. Jennings identified four examples[50] of how discrepancies in billing determinant data can impact the result of this case. Are these concerns compelling?

A: No. While the concerns listed by Mr. Jennings are theoretically possible, significant quantities of errors would need to occur in order to have a measurable impact on revenue requirement or revenue allocations. This is not the case here. At minimum, the scalar comparisons used to monitor interval estimates would mitigate the potential for large-scale errors. The Commission should not be moved by this representation.

Q: Company witness Julie Dragoo also speaks to the Staff concerns around bill estimations. Have you reviewed her testimony?

A: Yes. Ms. Dragoo offers a clear description of the estimation processes and performance metrics to support that our billing process is operating at a high level, producing accurate bills without estimation for 99.3% of our annual bills and more than 99.5% of bills issued by Evergy do not require a billing correction. The Commission should be confident in our billing and the reasonableness of the billing data.

Q: Do you support tariff revisions to include interval estimation processes?

A: Yes. I have prepared Exhibit BDL-1 to offer proposed tariff language to address interval estimation. The proposed language preserves a level of Company discretion as to the thresholds used to determine an estimated bill and is similarly aligned with the rules of

[50] ER-2026-0143, Direct Testimony of Randall Jennings, page 18, starting on line 1.

other Missouri electric utilities who have terms for interval bill estimations. This proposed language will allow the Company to continue to align its manual work in a cost-effective way while complying with the State Regulation.

Q: If the tariff revisions to include interval estimation processes are approved by the Commission, would this same language be needed for the Evergy Missouri West jurisdiction?

A: Yes.

Q: Witness Sarah Lange addresses bill estimation within the Staff Rate Design Report. What does she recommend?

A: Building on the concerns raised in the testimony of Mr. Jennings, Ms. Lange focuses on the highly differentiated residential TOU schedules[51] and raises concerns about adequate metering and billing precision to ensure that customers are accurately billed for the energy consumed in each time-based rate period. She recommends that for any customer participating in these rate schedules where estimates of interval data were necessary for billing in three or more months in any twelve-month period, the Commission should order the Company to provide a notice to each effected customer and remove them from the highly differentiated TOU rate. The customer would be required to wait twelve months and then be contacted by the Company to discuss rate plan options.

Q: Do you support this recommendation?

A: I do not. Presuming for a moment that the Commission accepts Staff's concerns with the materiality of the interval estimation, the act of removing customers from a TOU rate

[51] Residential Time of Use – Three Period (RTOU), Residential High Differential Time of Use (RTOU-3), the Separately Metered Electric Vehicle Time of Use schedule (RTOU-EV), Residential Time of Use – Two Period (RTOU-2), and Residential Time of Day Service (RTOD).

schedule that they selected due to meter reading issues they cannot control will undoubtedly infuriate customers. Next, the form of the notice recommended by Staff suggests the Company declare,

> Evergy is unable to ensure accurate billing for you due to the programing of the Evergy billing system. For this reason, you are no longer eligible to participate in your selected rate. If Evergy successfully obtains your meter reads for the next twelve months, an Evergy representative will contact you and discuss your rate plan options at that time.[52]

This notice asserts billing system programming errors and implies metering deficiencies that are untrue and wholly unrelated from the bill estimation methodology. The Staff recommendation ignores the recent history and customer impacts around the residential TOU implementation. In combination, the notice and act of forcing a customer to once again change rate schedules would only increase customer dissatisfaction with the Company and the ratemaking process.

If the Commission accepts the Company position that the interval estimation process is reasonable as supported by Company witness Julie Dragoo in her rebuttal testimony, the appropriate solution is to update the Company Rules and Regulations to reflect the practice and move ahead.

If the Commission believes there is a chronic issue with customer bill estimation that requires Commission intervention, I propose that be taken up as part of a more formal investigation outside of this proceeding.

[52] ER-2026-0143, Staff Rate Design Report, page 20, line 7.

Q: To conclude this section, what is your position concerning bill estimation and bill accuracy?

A: I accept the recommendation of Staff that the bill estimation process be updated in our Rules and Regulations and recommend the specimen language reflected in Exhibit BDL-1 be used and incorporated into the compliance tariff for this rate case. I support the Rebuttal Testimony of Julie Dragoo that details the appropriateness of our estimation processes and the accuracy of our customer billing. I reject the assertions by Staff that the interval estimation process results in inaccurate customer bills or ratemaking determinants and recommend the Commission do the same.

VI. UNDERUTILIZED INFRASTRUCTURE RIDER

Q: Have you reviewed the testimony of Staff concerning the Company's Underutilized Infrastructure Rider tariff?

A: Yes, I have. Staff witness Sarah Lange offered brief testimony on the tariff within the Staff Rate Design Report.

Q: What is Ms. Lange's recommendation concerning the Underutilized Infrastructure Rider tariff?

A: Ms. Lange recommends elimination of the Underutilized Infrastructure Tariff.

Q: Do you agree with this recommendation?

A: Yes, I do. Further, I appreciate that Staff made this recommendation proactively. The Underutilized Infrastructure Rider tariff has been in place since 2018, made effective for the Company in ER-2018-0145. The Rider is designed to encourage restoration or adaptive reuse of areas where underutilized distribution infrastructure would be returned to active service. Qualifying non-Residential line extensions choosing to locate on an underutilized circuit will receive 10% additional Construction Allowance associated with the extension. Since its approval, the Rider has not been used by any customers seeking connection through the Company Line Extension Policy. Unfortunately, I do take issue with the reasoning offered by Staff in supporting the elimination.

Q: Please describe your concern.

A: Ms. Lange states,

> In discussions between Staff and EMM related to recent updates to this tariff, EMM has been unable to provide objective explanation of the areas selected for application of the discount. Given EMM's projected generation capacity shortfalls and the availability of other economic development incentives, it is not reasonable to continue to offer this discount.[53]

I disagree with the assertion that we have been unable to provide an objective explanation of the areas selected for inclusion in this Rider. On June 2, 2026, representatives of Staff met with Company representatives, including Evergy's Manager of Distribution Engineering who performed the most recent analysis supporting the circuit area selection. The Company fully explained its analysis process, addressed all Staff questions, and made a tariff substitution to make a Staff-suggested correction. No further action was taken by Staff, and the tariff revisions were allowed to go into effect by operation of law.[54] If there were any remaining issues with our explanation, those issues were not communicated to the Company.

VII. REACTIVE DEMAND CHARGES

Q: Please describe the testimony offered concerning reactive demand charges.

A: In the Staff Rate Design Report, Staff witness Sarah Lange offered direct testimony concerning the reactive demand charges which are part of the Company's non-Residential

[53] ER-2026-0143, Staff Rate Design Report, page 39, line 15.
[54] Tariff tracking JE-2026-0137 and JE-2026-0138.

rate structures. Staff recommends an equal percentage increase be applied to all current reactive demand charges so to recover an explicit amount of revenue from the charge. Further, Ms. Lange recommends the reactive demand language in the applicable EMM tariffs be revised to reflect the change of demand measurement from 30-minute to 15-minute and require the applicability of the charge to all billing under the respective schedules.

Q: Does this recommendation conflict with the Company's proposal concerning reactive demand?

A: Yes it does. I have proposed the reactive demand adjustment be removed from all classes except for the Large Power Service class which includes Large Power Service, Schedule LPS and Large Load Power Service rate, Schedule LLPS. I continue my support that reactive demand charges be focused on the LPS and LLPS rate schedules and refer to the Direct Testimony of Graham Jaynes concerning how the charge should be applied. I expect testimony from Staff on this topic within their Rebuttal Testimony.

Q: How do you respond to Staff's proposed changes to the tariff language for reactive demand?

A: The conversion from 30-minute to 15-minute demand is aligned with the Company proposal for this provision, so I accept that part, limited to the LPS and LLPS rate schedules. The proposed change of applicability to require the billing of reactive demand instead of allowing Company discretion is less acceptable. The Company is monitoring how customer generation is impacting the grid and that generation further complicates the role of reactive demand. Continuing to allow the Company a level of discretion will give the Company more flexibility in responding to customer situations and ensuring accurate billing for those special instances.

VIII. CRITICAL PEAK RATE

Q: Have you reviewed the Critical Peak Rate proposed by Staff?

A: Yes, I have. Staff notes the "significant and ongoing FAC rate impacts of severe weather events such as Winter Storm Uri and the recent Winter Storm Fern"[55] and cites the concerns of the OPC that, "ratepayers, as a whole, may be better off with periodic power shut-offs during severe weather as opposed to absorbing significant and ongoing rate impacts related to severe weather events" as the basis for the mandatory Critical Peak Rate ("CPR"). Staff proposes the CPR to mitigate both concerns by providing a signal that using the energy during a severe weather event is more expensive than using energy at other times and capturing revenue from those ratepayers who do not conserve to partially offset the increased cost recovered from ratepayers through the FAC. I will offer rebuttal concerning the perceived need for the CPR. Company witness Graham Jaynes will offer additional rebuttal concerning the CPR design, specifically addressing observed design flaws, pricing inconsistency, unquantified benefits, and other concerns.

Q: Was the Company aware that the CPR was going to be proposed?

A: No. To my knowledge there was no discussion or outreach to the Company concerning the CPR prior to it appearing in Staff's testimony.

Q: Do you believe the CPR is needed?

A: I do not. My primary concern is with the underlying logic of the OPC position that ratepayers may be better off with periodic power shut-offs during severe weather as

[55] ER-2026-0143, Staff Rate Design Report, page 40, line 11.

opposed to paying the costs related to those severe weather events. The OPC position was first raised for Evergy in 2022 within the ER-2022-0129/0130 rate cases. In rebuttal testimony Dr. Geoff Marke to the opportunity to expand on a Company proposal to align its Emergency Conservation Plan terms with current NERC Standard EOP-011-1 to introduce and recommend "Evergy to perform a Value of Lost Study ("VOLL") to accurately determine the price levels at which customers would prefer Evergy to take action to reduce load instead of paying extreme prices."[56]

Q: Did you have a position concerning VOLL in that 2022 case?

A: I did. I recommended the Commission reject Dr. Marke's proposal for the Company to perform a VOLL study. I offered testimony that the VOLL was not applicable to the proposed Emergency Conservation Plan tariff revision.[57] I also offered testimony explaining that the actions anticipated in the Emergency Energy Conservation Plan are time sensitive and not appropriate for cost/benefit analysis. Since the VOLL results will theoretically identify the price where a customer would prefer to reduce load instead of paying the market prices, this information is potentially suited for demand response consideration. I concluded my concerns by speaking to the problems associated with linking VOLL to emergency conditions. I stated,

> I believe it would represent bad policy to proactively turn off power to customers on the basis of an economic study. The conditions that lead to price fluctuations this proposal is intended to address are most commonly associated with extreme temperatures, hot or cold. These are not ideal conditions to remove critical electric service. Multiple regulatory processes exist to manage costs resulting from these price fluctuations (deferrals and accounting authority orders) and have proven reliable and generally acceptable to customers in the past and now recent legislation has added securitization. I firmly believe that these methods of cost treatment would

[56] ER-2022-0129/0130, Rebuttal Testimony of Dr. Geoff Marke, page 43, line 4.
[57] ER-2022-0129/0130, Surrebuttal Testimony of Brad Lutz, page 2, line 22.

> be preferred by customers over rolling blackouts or other planned interruptions based on a VOLL price.[58]

Q: Are these concerns applicable here with the proposed CPR?

A: Absolutely. Although we are now discussion a pricing approach instead of curtailment, I firmly believe that pricing approaches that would appear to penalize customers at a time when they are vulnerable would not be well received from customers, even if the studies and economics say otherwise. I would further add that actions taken in Senate Bill 4 go further to undermine the support for mandatory, time-based pricing approaches. Specifically, in response to the Commission action to implement residential TOU rates for all customers, the Missouri Legislature took steps to reinstate the traditional block-rate pricing.[59] In my opinion, Senate Bill 4 makes it clear that mandatory time-based rates are discouraged and time-based rate design approaches should be optional.

Q: How was the VOLL issue resolved in the ER-2022-0129/0130 case?

A: The Company agreed to perform the VOLL study and was not required to change its Emergency Conservation Plan tariff. Following the conclusion of the case, steps were taken to combine the Evergy commitment with similar commitments made by Liberty Utilities and Ameren and perform a combined study. The study was completed in March 2026.

[58] Id, page 3, starting on line 16

[59] 386.1100. If the commission has ordered adoption of time-of-use rates on a mandatory basis for an electrical corporation's residential customers before the effective date of this section, then within one year from the effective date of this section, the commission shall issue an order which allows for mandated time-of-use rate customers to opt out of participating in time-of-use rates and elect to participate in non-time-of-use rates. The transition to opt out of time-of-use rates may occur in a general rate case or in a stand-alone tariff proceeding to allow for the transition to conclude no later than one year from the effective date of this section.

Q: Did Staff utilize these results in preparing the CPR?

A: No.[60]

Q: Staff proposes the CPR primarily to generate revenue to offset costs in the FAC. Do you believe the proposed CPR will capture revenue from those ratepayers who do not conserve?

A: Yes, in my opinion, the design of the CPR should be well suited to target those customers who use energy during a period of higher market energy costs. The use of the mandatory rate, the day-ahead notice, the broad time windows suggested in either option, and the price adder would indiscriminately compile revenues from all customers. Staff does exempt some customers[61] from the mandatory charge and recommends time to educate customers. Regardless, the CPR is indiscriminate in its execution, and I expect that feature will trigger customer reaction despite the most thorough education efforts. Beyond the collection of revenues, I do not believe the CPR will cause meaningful incremental conservation or produce net customer benefits. Company witness Graham Jaynes addresses the absence of demonstrated behavioral response and quantifiable load-reduction benefits.

Q: Has Staff appropriately anticipated the administrative effort associated with the proposed CPR?

A: No. I believe the Staff proposal understates the level of effort Evergy must devote to this rate. In describing the expected number of peak events, Staff says, "That means there were

[60] ER-2026-0143, Response to Data Request #0477.

[61] ER-2026-0143, Staff Rate Design Report, page 47, line 1. (The following customers should be exempted from paying the CPR:
1. Critical medical needs registered customers,
2. Customer with Registered Medical Equipment,
3. Economic Relief Pilot Program customers, and
4. Customers meeting income eligible criteria the Commission may establish in this case.).

seven days when EMM would have needed to review for a potential CPR notice."[62] At face value, someone might read this and think that executing a CPR notice seven times is not an unreasonable request. However, in actuality, the administration of this rate would require the Company to check the day-ahead prices and make a CPR notification decision every day of the year. Conceivably, market energy price spikes could occur at any time. Considerable and continuous effort will be required to execute the program as proposed.

Q: Has Staff similarly underestimated the administrative effort associated with notification of customers for the CPR event?

A: Yes. Once an event day has been identified, Staff states customers will be notified and offers limited detail on the expected form or timing of the notification. Staff recommends, "alerts for CPR events be issued across social media, local media, and the customer's preferred communication channel in a non-alarmist, impartial manner."[63] Staff also notes, "other utilities, including Columbia Water and Light, running "peak alert" notifications requesting voluntary curtailments, since at least the 1990s."[64] These mentions offer little context to the timing, scale, or costs associated with a jurisdiction-level customer notification process. The CPR design relies on day-ahead pricing, so it's clear the Company will have less than 24 hours to execute the notification. Since the City of Columbia is offered as an example, I confirmed that in addition to webpage and social media posts, the City of Columbia relies on a third-party commercial mass notification system for direct notification to customers who sign up for the service. Staff's silence concerning the timing,

[62] Id., page 43, line 8.
[63] Id., page 46, line 20.
[64] Id., page 46, line 18.

scale, or costs leads me to believe they have not been considered, and the obligation passed to Evergy to figure it out.

Q: Has Staff similarly underestimated the administrative effort associated with customer education for the CPR?

A: Yes. Staff allows approximately one year for education[65] to avoid, "panic and potentially dangerous conditions during a severe weather event."[66] This underestimates the education effort as instead the Staff is committing the Company to ongoing education and customer support for this rate. Although the one year could be perceived as generous, thousands of new customers are receiving service from the Company throughout a given year. Training offered in that first year will quickly erode, and additional, ongoing training will be needed to avoid "panic and potentially dangerous conditions." Customer Service personnel will need to be available and expected to manage increasing calls about higher bills at the very time when weather conditions are driving higher call rates. It is likely that the Company will again be exposed to negative customer reaction to a pricing plan customers feel they do not control.

Q: Do you support Staff's proposed CPR?

A: No. There are better, less impactful ways to offset higher fuel costs within the FAC. Multiple regulatory processes exist to manage costs resulting from these price fluctuations including trackers, reserves, fuel hedging, deferrals, accounting authority orders, and securitization. These alternatives can be configured to reliably generate similar revenue results without creating the risk for negative customer reaction and imposing a high administrative burden on the Company.

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[65] In addition to the time for billing system configuration and testing.
[66] ER-2026-0143, Staff Rate Design Report, page 46, line 14.

IX. BATTERY STORAGE TARIFF

Q: What is the purpose of your rebuttal testimony?

A: I will respond to Renew Missouri witness Philip A. Fracica's recommendation that the Commission direct Evergy to propose a comprehensive battery program in its next rate case and evaluate three complementary pilots. I will explain that the Company has moved from pilot program evaluation into permanent program design evaluation, including how the Company will solicit stakeholder input and will bring forward a proposed offering once the evaluation has been finalized. I will also explain why the Commission should preserve flexibility over the final structure, timing, and implementation details.

Q: Please describe the Residential Battery Energy Storage Pilot.

A: The Residential Battery Energy Storage ("RBES") Pilot was established within the ER-2022-0129/0130 rate case and concluded its three-year term in December 2025.[67] The RBES pilot was designed to evaluate the ability of residential batteries to deliver customer benefits and provide services in support of the Company's electrical system. The RBES pilot allowed the Company to evaluate the ability of a residential battery energy storage system ("BESS") to provide the Company with demand response capacity to better manage grid and system peaks charging, minimize grid impacts by self-consuming renewable generation and minimizing exports to the grid, and provide customer bill savings and back-up power benefits. The RBES Pilot was successful in meeting these goals.

Q: Do you agree that customer-sited batteries can provide value?

A: Yes. The RBES pilot demonstrated measurable peak reduction, rapid event response, customer resilience, and the potential to coordinate behind-the-meter resources. In 2025,

[67] Final Evaluation Results were filed on March 31, 2026, in the ER-2022-0129/0130 case.

battery-only and PV-coupled systems averaged 1.58 kW and 1.50 kW of summer on-peak discharge, respectively. During seven events in 2025, average discharge ranged from 2.02 kW to 2.36 kW, and event impacts were statistically significant.

Q: Has the Company committed to a path forward for a residential BESS program?

A: Yes. The Company's direction is to develop a scaled permanent BESS program that can deliver system peak value, improve customer and grid resilience, integrate other behind-the-meter resources, and improve cost-effectiveness relative to the utility-owned pilot model. While conceptually similar, this path was established prior to this case and does not align with the recommendations made by Mr. Fracica.

Q: Are the Renew Missouri ideas for stakeholder consideration compatible with the Company path forward?

A: Yes. Performance compensation, targeted deployment where distribution needs are greatest, and larger customer-hosted applications are appropriate topics for evaluation. The Company will gather feedback on those concepts and on other key elements, including participation pathways, incentive logic, dispatch modes, event windows, reserve settings, eligible devices, measurement, settlement, customer communications, and protections.

Q: What should the Commission conclude about the RBES Pilot?

A: The Commission should recognize that the RBES pilot has produced measurable evidence and that the Company is committing to bringing forward a permanent solution. It should not, however, convert preliminary design concepts into binding requirements as proposed by Mr. Fracica, before the Company completes additional stakeholder, technical, operational, and cost-effectiveness work.

Q: How do you respond to the proposed Residential Battery Demand Response Pilot proposal from RenewMo?

A: The underlying concept is reasonable. The RBES pilot showed that batteries can respond quickly and provide incremental discharge during system events. A permanent design should consider performance-based compensation and clear availability requirements. The specific payment basis, however, should follow verified measurable value and dependable performance, not enrollment or nameplate capacity. It must also account for baseline methodology, communications availability, customer overrides, export limits, rebound risk, event frequency, reserve commitments, and measurement costs.

Q: How do you respond to the proposed Targeted Residential Grid Support Rebate Pilot?

A: Targeting can improve value where batteries address a documented circuit, substation, capacity, voltage, congestion, or resilience need. But locational incentives require current planning data, a transparent screening method, sufficient customer density, and confidence that enrolled assets will remain available over the period needed. Targeted program designs can conflict with other Company efforts to manage infrastructure utilization and reliability, so areas of need are subject to change quickly. The Company should retain discretion to determine when a targeted group is superior to a more scattered group and whether the need is best met through a rebate, performance payment, lease, tolling arrangement, or another non-wires solution.

Q: How do you respond to the proposed Large Customer Battery Partnership Pilot?

A: Large customer-hosted storage may support reliability, load growth, and infrastructure deferral, and the Company will evaluate that opportunity. Large-customer projects differ substantially in load profile, interconnection, site control, tax treatment, host economics, operational rights, wholesale-market implications, and contract risk. Large customers, especially large load customers often have their own operational expectations for batteries used at their location. Those differences may support a separate tariff, a negotiated demonstration, competitive procurement, or integration with an existing planning initiative. The Commission should not prescribe an approach for Large Customer Battery program design before those facts are fully evaluated and developed.

Q: Could these three pilots be implemented at the same time?

A: I would not advise such an approach. Creating three stand-alone pilots could duplicate administration, split limited participation, and hard-code distinctions that are not operationally necessary. A modular permanent program may be able to support residential demand response, locational targeting, and larger-customer applications through common telemetry, dispatch, cybersecurity, settlement, and evaluation systems. Conversely, technical or regulatory differences may justify sequencing. The Company should be able to select the least-cost architecture after analysis and stakeholder input. These factors and decisions are in the scope of our current path forward.

Q: Is the Company prepared to commit to a fixed incentive?

A: No. The appropriate incentive depends on incremental participation, verified delivered kW or kWh, event availability, location, contract term, customer contribution, ownership, avoided costs, administrative expense, and non-participant impacts. The RBES pilot's avoided capacity value and customer bill results are informative, but the RBES pilot results should not replace a complete market potential or benefit-cost study for a future design.

Q: Do the rate designs used by a BESS customer matter?

A: Yes. Battery-only systems on high-differential TOU rates achieved average arbitrage savings of 10% to 18%, while battery-only systems on the low-differential Residential Peak Adjustment rate averaged a 1% increase in energy cost because the savings from shifting energy use were not enough to offset the energy lost during battery charging and discharging.

Q: How should customer protection be treated in a future program design?

A: The program design should clearly disclose dispatch rights, reserve settings, compensation, outage expectations, data use, cybersecurity, warranty implications, opt-out rules, and consequences for nonperformance. Protections should be consistent, but the implementation details may differ for customer-owned, vendor-owned, and utility-controlled assets. Stakeholder feedback will help refine those safeguards.

Q: What stakeholder process does the Company propose to inform a future program design?

A: The Company will present a program design narrative and seek feedback from consumer representatives, Renew Missouri, Commission Staff, the Office of the Public Counsel and other interested parties. Engagement should test assumptions and identify tradeoffs, but it should not substitute stakeholder preference for engineering, planning, customer-protection, and cost-effectiveness requirements.

Q: What commitments can the Company make now?

A: The Company commits to: (1) use the final RBES pilot evaluation as primary design evidence; (2) evaluate scalable pathways beyond the RBES pilot; (3) solicit stakeholder feedback, (4) bring forward a program design through the appropriate regulatory process.

The timing for this regulatory filing is not firm but will be planned so that the RBES Pilot results can be useful to the process.

Q: What implementation flexibility should be preserved?

A: The Company should retain reasonable discretion, subject to approved program objectives and reporting, to select and update vendors and eligible technologies; combine, sequence, or modify participation pathways; set event and reserve parameters; refine incentives based on verified economics; target locations as system needs evolve; establish cybersecurity and interoperability requirements; and make operational adjustments needed to improve performance or protect customers.

Q: What is your recommendation to the Commission for this case?

A: The Commission should decline to mandate three separate pilots or prescribe detailed terms as recommended by Mr. Francica in this case. Instead, it should acknowledge the Company's commitment to develop and bring forward a permanent battery solution, encourage structured stakeholder engagement, and allow the Company to complete the supporting technical, operational, and economic work. This approach gives weight to Renew Missouri's constructive ideas while protecting customers from premature design choices.

Q: Does that conclude your testimony?

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 Implement A General Rate Increase for Electric Service	))))	Case No. ER-2026-0143

AFFIDAVIT OF BRADLEY D. LUTZ

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

Bradley D. Lutz, being first duly sworn on his oath, states:

1. My name is Bradley D. Lutz. I work in Kansas City, Missouri and I am employed by Evergy Metro, Inc. as Director – Regulatory Affairs.

2. Attached hereto and made a part hereof for all purposes is my Rebuttal Testimony on behalf of Evergy Missouri Metro consisting of seventy-two (72) 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.

Bradley D Lutz

Bradley D. Lutz

Subscribed and sworn before me this 11th day of August 2026.

Anthy R W

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

6. METERING (continued)

6.05 METER SEALS: Seals will be placed by the Company on all meters and meter enclosures. Such seals shall not be broken or disturbed by any person other than persons authorized by the Company or by law.

6.06 ESTIMATED BILLING DUE TO UNREAD METERS: If, due to circumstances or conditions beyond the control of the Company or if it is otherwise impractical for the Company to read the meter on a scheduled meter reading day, the Company may, at its discretion, deliver to the premises of the Customer a business reply card with instructions thereon as to how the Customer shall read the meter and mail the information to the Company. In any event, if no meter reading is obtained in time for billing as scheduled, then subject to 4 C.S.R. 240-13.020, the Company shall render an “estimated bill” based on usage as estimated by the Company. Estimated bills shall be adjusted in the next subsequent billing based upon a reading of the meter by the Company.

ESTIMATED BILL PROCEDURE:

A. For Customers with Advanced Metering Infrastructure (AMI) meters, when a current meter read is unavailable, the Meter Data Management (MDM) system will average consumption from the last read plus the three-prior days to estimate the daily meter read. If the daily meter reads from the three prior days are not available, a second estimation attempt will be made. In the second attempt the MDM system will average the usage from five historical reads from the previous year. It will average the usage from the read in the prior year from a comparable date as being estimated along with the three days prior and one day after. If the second estimation attempt is not successful, then the process to estimate the daily meter read will be a manual process. The Company will estimate the daily meter read based on historical usage information from the same premise and if not available, the usage of Customers with like premises.

B. For Customers with non-AMI meters, when a current meter read is unavailable, the MDM system will average the usage from the prior year in the same billing month, the usage 35 days before and the usage 35 days after that month. If that information is not available, a second read estimation attempt will be made by averaging the usage from the prior two readings. If the second estimation attempt is not successful, then the estimation is a manual process. The Company will estimate usage based on historical usage information from the same premise and if not available, the usage of Customers with like premises.

C. For Customers billed using the interval readings, any missing interval data will be estimated based upon the following rules with the first successful rule applying: 1) same day/time one week prior, 2) same day/time two weeks prior, 3) similar days/times. The sum of interval-based meter readings will be compared to non-interval meter reading totals for the month and differences investigated manually where practical. Should the number of intervals estimated exceed quality control levels established by the Company, the entire monthly bill will be designated as estimated.

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

Docket No.: ER-2026-0143
Date: August 11, 2026

HIGHLY CONFIDENTIAL INFORMATION

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

Document/Page	Reason for Highly Confidentiality from List Below
Lutz Rebuttal, p. 17; lns. 2-9	9
Lutz Rebuttal, p. 19; lns. 3-8	9
Lutz Rebuttal, p. 20; lns. 1-3; 12-14	9
Lutz Rebuttal, p. 21; lns. 24; 26-30	9
Lutz Rebuttal, p. 22; lns. 1; 5-6; 8-9; 10-12; 14-17; 20-21	9
Lutz Rebuttal, p. 23; lns. 6-8; 18-21	9
Lutz Rebuttal, p. 24; lns. 1-11; 13;15-17	9
Lutz Rebuttal, p. 25; lns. 7-8; 10-22	9
Lutz Rebuttal, p. 32; lns. 12-15; 18-22	9
Lutz Rebuttal, p. 33; lns. 1-11; 15-18; 21-23	9
Lutz Rebuttal, p. 34; lns. 1-2; 4-15	9
Lutz Rebuttal, p. 35; lns. 1; 3-7; 19-23	9
Lutz Rebuttal, p. 36; lns. 1-2; 5-7; 9-19	9
Lutz Rebuttal, p. 38; lns. 15-26	9
Lutz Rebuttal, p. 39; lns. 1-15	9
Lutz Rebuttal, p. 40; lns. 2-10	9

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): Protecive Order issued April 13, 2026.

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.