Exhibit No.: _____
Issue(s): Large Load Tariff Policy, Revenue Sharing Mechanism, Regulatory Asset Treatment, Renewable Energy Standard Variance
Witness: Charlotte T. Emery
Type of Exhibit: Direct Testimony
Sponsoring Party: The Empire District Electric Company d/b/a Liberty
Case No.: ET-2026-0184
Date Testimony Prepared: September 2026

Before the Public Service Commission
of the State of Missouri

Direct Testimony

of

Charlotte T. Emery

on behalf of

The Empire District Electric Company d/b/a Liberty

September 11, 2026

Liberty™

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THE EMPIRE DISTRICT ELECTRIC COMPANY D/B/A LIBERTY
BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION
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I. INTRODUCTION

Q. Please state your name and business address.

A. My name is Charlotte T. Emery. My business address is 602 South Joplin Avenue, Joplin, MO, 64802.

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

A. I am employed by Liberty Utilities Service Corp. ("LUSC") as a Senior Director of Rates and Regulatory Affairs for the Liberty Central Region, which includes The Empire District Electric Company d/b/a Liberty ("Liberty" or "Company").

Q. On whose behalf are you testifying in this proceeding?

A. I am testifying on behalf of Liberty.

Q. Please describe your educational and professional background.

A. I graduated from College of the Ozarks, Point Lookout, Missouri, in 2000 with a Bachelor of Science degree with a major in Accounting. I have been a Certified Public Accountant ("CPA") in the State of Missouri since 2006. I was hired by Liberty in July 2016 as a Rates Analyst and promoted to my current position as a Senior Director in the Rates and Regulatory Affairs Department in 2022. In my current role, I am responsible for all regulatory matters involving electric, natural gas, and water/wastewater utilities in Arkansas, Illinois, Iowa, Kansas, Missouri, and Oklahoma. In addition to managing the Central Region Rates and Regulatory Affairs Department, I am responsible for the development of regulatory strategy, interacting with regulators and other parties on behalf of all Liberty's utilities within the Central

Region footprint, reviewing and preparing other aspects of regulatory filings, and internal approval of rates and changes, among other duties.

Before joining the Company, I worked for six years in the regulated insurance industry in Springfield, Missouri as a Director of Accounting. In addition, I have nine years of public accounting experience working for both a national and "Big Four" accounting firms. My primary roles at these organizations included serving as a supervisor for financial statement audits and a tax consultant.

Q. Have you previously testified before the Missouri Public Service Commission ("Commission") or any other regulatory agency?

A. Yes. I have testified on behalf of Liberty and/or its affiliates before this Commission, as well as before the Kansas Corporation Commission, the Arkansas Public Service Commission, and the Oklahoma Corporation Commission.

Q. Before discussing the details of Liberty's proposal, how would you summarize the Company's overall objective in this proceeding?

A. At its core, this proceeding is about enabling Liberty to responsibly participate in the significant economic development opportunities associated with Large Load customers while continuing to protect the customers we serve today.

Across the country, electric utilities are experiencing increased interest from Large Load customers, including data centers, advanced manufacturing facilities, and other energy-intensive enterprises. Missouri has recognized these opportunities through the enactment of Missouri Senate Bill 4 ("SB4"), which established a framework designed to facilitate service to these customers while establishing that existing customers remain protected from unreasonable costs and risks.

Liberty supports these objectives. We maintain that responsible Large Load development will bring meaningful investment, job creation, tax revenue, and other benefits to the communities we serve. Large Load customers also stand to provide meaningful benefits to utility systems when their costs and risks are appropriately managed and assigned, for example, by spreading fixed costs across a larger load base, which stands to mitigate utility rate impacts for all customers.

At the same time, Liberty's circumstances differ from those of many other utilities that have pursued Large Load customer tariffs across the country. Liberty serves a relatively small customer base, has a smaller overall system, and has less ability to absorb the financial and operational risks that may arise if a Large Load customer does not ultimately materialize, significantly changes its plans, or exits the system. For Liberty, even a single Large Load customer can have a substantial impact on our system planning, generation requirements, transmission infrastructure, and overall customer risk exposure.

As a result, Liberty did not approach this proceeding simply by asking how we can serve all Large Load customers. Instead, we focused on how we can responsibly serve Large Load customers in a manner that remains consistent with the customer protection principles reflected in SB4, as well as our size and risk parameters. In developing Schedule Transmission Service Large Load ("Schedule TS-LL"), Liberty carefully evaluated the Large Load tariffs that have previously been approved by the Commission for Ameren Missouri and Evergy (in addition to other approved and pending utility tariffs nationally), and we incorporated many of the same foundational concepts. However, Liberty also concluded that additional safeguards and more conservative commercial terms are appropriate given our unique circumstances.

The result is a proposal that seeks to provide a viable and competitive framework for Large Load customer development while incorporating robust protections designed to protect existing customers from unreasonable costs and risks. In our view, Schedule TS-LL and the surrounding Large Load customer program advance the economic development objectives reflected in SB4, while doing so through a highly customer-protective Large Load customer framework.

Q. Turning now to your testimony in particular, what is the purpose of your direct testimony?

A. My direct testimony provides policy support and background for the development of Liberty's Large Load customer tariff, Schedule TS-LL. By this filing, the Company proposes to revise its Transmission Service or "Schedule TS" tariff to include specific provisions for serving Large Load customers. To properly contextualize Schedule TS-LL, I first discuss the state of the market for service to Large Load customers across the country as well as in Missouri. I then provide a summary of Schedule TS-LL, detail the key components of the rate design and related customer agreements, discuss the policy justifications that support the Company's tariff design, and present the requested waiver from statute and Commission rules needed to support Schedule TS-LL and our surrounding Large Load program. Finally, I explain the safeguards Liberty has established to protect Non-Large Load customers – *i.e.*, those who will not take service under Schedule TS-LL, along with the system and customer benefits we anticipate will result from adding Large Load customers to Liberty's Missouri service area.

Q. What recommendations are you making in your direct testimony?

A. I recommend the Commission approve the Company's Application and proposed modifications to Schedule TS, and approve our new proposed Schedule TS-LL. I also recommend the Commission approve any necessary conforming changes to other tariffs/rules/policies needed to implement our Large Load customer tariff and program, including conforming edits to several tariffs, such as our line extension policy. I recommend the Commission approve Liberty's proposed revenue sharing mechanism, authorize Liberty to establish a regulatory asset to track and defer reasonable costs associated with the development, implementation, administration, and support of its Large Load customer program, and the Company's requested waiver from 20 CSR 4240-20.100, the Missouri Renewable Energy Standard ("RES"). Finally, I request the Commission issue an order approving the Company's Application on an expedited basis, by January 31, 2027, to support the Company in timely attracting and serving Large Load customers.

Q. Are there any direct schedules to your testimony?

A. Yes, the following table summarizes the direct schedules to my testimony:

Direct Schedule CTE - 1	Modified Schedule TS and new Schedule TS-LL tariff pages
Direct Schedule CTE - 2	Securitized Utility Tariff Charge – Substation VAF
Direct Schedule CTE - 3	Modified Rules and Regulations – Line Extensions
Direct Schedule CTE - 4	Large Load Revenue Sharing Mechanism - Illustrative Example
Direct Schedule CTE- 5	Modified Schedule SBEDR

Q. Are there other witnesses testifying in support of the Company's Application?

A. Yes. The table below identifies the other Company witnesses supporting this Application, along with a brief summary of each of their testimonies:

Witness	Summary of Testimony
Aaron J. Doll	Mr. Doll describes Liberty's existing resource planning processes and explains how Liberty expects to adapt and implement its planning process to accommodate Large Load customers. Specifically, Mr. Doll explains how Liberty intends to acquire the resources needed to serve new Large Load customers and interconnect them to the grid. To that end, Mr. Doll also details specifics about the Capacity Support Charge contained in Schedule TS-LL, as well as how Liberty is adapting its interconnection process to accommodate new Large Load growth. Finally, Mr. Doll provides an overview of Liberty's current Large Load interconnection queue.
Talha A. Sheikh	Mr. Sheikh sponsors the rate components of the Company's Schedule TS-LL. He describes development of the rate components and their consistency with the design principles outlined in SB4. Specifically, Mr. Sheikh describes how the Schedule TS-LL rate components are designed to fully recover from Large Load customers the costs associated with serving them, while mitigating the risk of other customer classes from bearing unjust or unreasonable costs that may arise from serving Large Load customers.

II. RELEVANT TRENDS IN SERVING LARGE LOAD CUSTOMERS

Q. As an initial matter, what is a "Large Load" customer?

A. Generally, a Large Load customer is a customer whose electric service requirements are substantially larger than those of traditional commercial and industrial customers and whose demand is significant enough to have a material impact on utility planning, generation resources, transmission facilities, and cost allocation. Large Load customers are often associated with facilities such as data centers, advanced manufacturing operations, and other energy-intensive developments that require substantial amounts of electricity. For purposes of this proceeding and Schedule TS-LL, Liberty proposes to define a Large Load customer as a customer with new or expanded maximum monthly demand reasonably expected to be equal to or greater than 25 megawatts ("MW"). Under Schedule TS-LL, new customers meeting this threshold would be required to take service under Schedule TS-LL rather than under the Company's otherwise applicable tariff schedules. While existing customers currently taking service under another rate schedule will remain eligible to continue service under their current rate schedule, an existing customer that incrementally expands its existing maximum load by 25 MW or more of *new* load will be subject to Schedule TS-LL.[1] This definition is intended to better align the needs, impacts, costs, and risks associated with today's Large Load customers with a rate and commercial structure that reflect their unique needs and risk profile.

Q. Can you provide an overview of ongoing "Large Load" trends across the United States?

A. Yes. While I am not offering expert testimony regarding data center development, artificial intelligence ("AI") technologies, or national energy policy, I believe it is helpful to provide general background regarding the increasing interest utilities are seeing in Large Load customer development to provide context for this filing. Publicly available industry reports and analyses indicate that electric utilities across the United States are experiencing growing interest from data centers, advanced manufacturing facilities, and other energy-intensive customers. These developments are being driven by a variety of factors, including increased electrification, expanding digital infrastructure needs, and growing demand associated with AI and cloud computing

[1] For example, an existing 20 MW customer who adds 6MW of new load would not be subject to Schedule TS-LL, as the customer needs to add 25+ MW of *new* load.

applications.[2] As a result, many utilities and regulators are evaluating whether rate structures and service arrangements appropriately address the unique characteristics and potentially significant system impacts associated with today's Large Load customers. These broader industry trends were one of the factors considered by the Missouri General Assembly in enacting SB4, which established a framework for electric utilities to attract and offer service to certain Large Load customers while providing protections for Non-Large Load customers. My purpose in discussing these trends is not to quantify or opine on future national load growth projections or policy dynamics, but rather to provide context for the Company's proposal and the need for a tariff structure that can accommodate potential Large Load customer development in a manner that is consistent with SB4, protective of Non-Large Load customers, and sound ratemaking principles.

Q. How are utilities adapting to meet today's increased interest and demand from Large Load customers?

A. Based on my review and understanding of publicly available regulatory filings, industry publications, and discussions occurring within the utility industry, utilities and regulators across the country are evaluating whether existing rate structures and service arrangements appropriately address the cost, infrastructure, resource adequacy, and risk allocation issues associated with serving large electric loads. While I do not hold

[2] *See* Cy McGeady, Joseph Majkut, Barath Harithas, and Karl Smith, *The Electricity Supply Bottleneck on U.S. AI Dominance*, Center for Strategic and International Studies (Mar. 3, 2025) https://www.csis.org/analysis/electricity-supply-bottleneck-us-ai-dominance (last accessed May 14, 2026) ("The broad political consensus to reindustrialize the U.S. economy will drive growth in energy-intensive industries like mining, minerals processing, metallurgy, and beyond. A deep technological trend toward electrification means industry, along with the transport and heating sectors, is growing more electricity-intensive each year."); Helen Kou, *AI Data Centers Fuel Quicker Growth in Power Demand*, BloombergNEF (Sept. 19, 2025), https://www.bloomberg.com/professional/insights/commodities/ai-data-centers-fuel-quicker-growth-in-power-demand/ (last accessed May 14, 2026).

myself out as an expert on national Large Load development trends, I am generally familiar with regulatory approaches being considered and implemented nationally and within Missouri to accommodate Large Load customers while protecting existing customers from undue costs and risks.

From a ratemaking perspective, one common approach has been the development of specialized tariffs designed specifically for Large Load customers. These tariffs generally seek to establish clear eligibility requirements, define how costs associated with serving Large Load customers will be recovered, and provide safeguards through a mix of commercial, ratemaking, and regulatory policies to protect other customer classes.[3] In my experience, a tariff-based approach, when structured appropriately, can provide greater transparency, consistency, and regulatory certainty than addressing each Large Load opportunity on a case-by-case basis. Here, the Company's Large Load customer tariff and overarching Large Load program reflect these same objectives. Our program establishes a standardized framework for evaluating, pricing, and serving qualifying Large Load customers while incorporating provisions intended to align costs of service with the customers causing those costs and protect Non-Large Load customers from unreasonably subsidizing service to Large Load customers.

A tariffed framework is also useful because it establishes the core terms that will apply consistently across Large Load customers, while allowing the Company to address certain customer-specific implementation details through an Electric Service

[3] Andrew Satchwell, Natalie Mimis Frick, and Peter Cappers et al., *Electricity Rate Designs for Large Loads: Evolving Practices and Opportunities* at 2-3, Berkeley Lab, The Brattle Group, and the U.S. Dep't of Energy (Jan. 17, 2025) https://eta-publications.lbl.gov/sites/default/files/2025-01/electricity_rate_designs_for_large_loads_evolving_practices_and_opportunities_final.pdf (last accessed Sep. 8, 2026).

Agreement ("ESA") with a particular Large Load customer, or through another Commission-authorized service arrangement. In this way, the tariff provides a transparent and Commission-approved foundation for future Large Load opportunities, while preserving the flexibility necessary to address the specific aspects of an individual project.

Q. How is Missouri responding to these trends in Large Load customers?

A. In recent years, Missouri has taken a keen interest in Large Load customers, both in terms of desiring to reap the benefits of Large Load customers locating in the state, while also appropriately mitigating risks. Last year, Missouri enacted an omnibus energy regulatory bill, SB4, which, among other things, requires that electric utilities submit schedules that govern service to Large Load customers to the Commission for inclusion in the utility's service tariffs. Under SB4, electric utilities with more than 250,000 customers are required to develop schedules for a tariffed service offering to customers with peak demand of 100 MW or more. Utilities serving fewer than 250,000 customers, such as Liberty, are required to develop schedules for a tariffed offering to customers with a peak demand of 50 MW or more. Critically, tariffs developed pursuant to SB4 must "reasonably ensure such [Large Load] customers' rates will reflect the customers' representative share of the costs incurred to serve the customers and prevent other customer classes' rates from reflecting any unjust or unreasonable costs arising from service to such customers."[4] Governor Kehoe has emphasized that SB4 makes Missouri "well-positioned to attract new industry, support job growth, and

[4] MO Rev Stat § 393.130(7).

maintain affordable, reliable energy for our citizens."[5] Other lawmakers have noted Missouri's "unique position" to serve large data centers given the low-cost electricity in the state, its central location in the country, its skilled workforce, and laws requiring that data centers "pay their fair share of energy costs" so that Missourians do not experience higher utility bills due to data centers.[6] Liberty shares this philosophy and has taken these concepts to heart in developing its Large Load customer tariff and program proposals.

Q. Have any other Missouri electric utilities filed Large Load customer tariffs? If so, what is the status of those tariff filings?

A. Yes. Following the enactment of SB4, both Ameren Missouri and Evergy filed Large Load customer tariffs with the Commission. The Commission subsequently approved Large Load customer tariffs for both companies following negotiated settlements.

Q. Are there any observations you would make regarding Ameren Missouri and Evergy's approved tariffs?

A. Yes. Based on my review of their filings and Commission orders, both utilities sought to develop tariff frameworks intended to attract and accommodate Large Load customer growth in Missouri while incorporating protections for existing customers. Although some specific provisions may differ between both utilities' programs, their approved tariffs are directionally aligned in that they include mechanisms intended to align the costs of serving Large Loads with the customers causing those costs in order to mitigate the potential for shifting those costs to other customer classes. Other

[5] Press Release, Office of Governor Mike Kehoe, *Governor Kehoe Signs SB 4 into Law, Securing Missouri's Energy Future and Economic Growth* (Apr. 9, 2025), https://governor.mo.gov/press-releases/archive/governor-kehoe-signs-sb-4-law-securing-missouris-energy-future-and-economic.

[6] Press Release, Office of Rep. Eric Burlison, *Missouri Must Lead America's Data Center Revolution* (Jan. 18, 2026), https://burlison.house.gov/media/in-the-news/missouri-must-lead-americas-data-center-revolution-0.

regulatory and commercial concepts that both utility tariffs adopt include minimum bills, exit fees, direct and up-front assignment of certain infrastructure costs, and minimum credit and security provisions. From a regulatory perspective, these proceedings demonstrate a broader Commission recognition that it is appropriate to serve Large Load customers through specialized rate designs and service arrangements. The Company's proposals in this proceeding reflect similar objectives by seeking to support economic development opportunities, while maintaining important protections for Non-Large Load customers.

Q. Did Liberty incorporate any features from the Ameren Missouri and Evergy tariffs into its Large Load proposals?

A. Yes, as discussed in more detail later in my testimony, both the Ameren Missouri and Evergy tariffs influenced the development of Liberty's Large Load tariff, particularly with regard to the stringent minimum commercial terms and conditions that will be included in Liberty's Large Load ESAs, as well as our overarching focus on mitigating risk to both the financial integrity of the Company and Non-Large Load customers. However, given the differences between Liberty and larger utilities like Ameren Missouri and Evergy, we realized in developing the tariff that a number of deviations are appropriate for Liberty to more effectively mitigate the risks to the Company and Non-Large Load customers given some of our unique characteristics and size.

Q. Please elaborate on what kinds of challenges and risks may arise from serving Large Load customers, particularly in light of Liberty's size?

A. Serving Large Load customers in Missouri certainly stands to benefit the state in numerous ways, but serving these customers is not without risk. Given the size and needs of today's Large Load customers relative to other customers, their presence can have an outsized impact on the electric system, particularly for smaller utilities like Liberty. For context, Liberty serves approximately 180,000 electric customers in Missouri[7], which is significantly less than Evergy and Ameren's Missouri operations. And, on an enterprise level, Liberty and its affiliates are also substantially smaller than Ameren Missouri and Evergy. Given the relatively small size of our Missouri service territory, this means that a single 300 MW Large Load customer could increase Liberty's energy by as much as 50% in the near term. Given the size of some data centers seeking to interconnect, a single Large Load customer could potentially double or even triple the electric load served by Liberty today, particularly with the growth of hyperscale data centers across the country. This reality means that if a Large Load customer were to locate in Liberty's service territory, we will likely need a substantial amount of new infrastructure – *e.g.* generation and transmission – that will be largely or wholly be needed to serve that Large Load customer. One of the most acute concerns with service to Large Load customers is the risk of so-called stranded assets, where a utility invests in infrastructure to serve a given Large Load customer, but that customer terminates service before the asset is fully paid off. At the same time, Liberty has a relatively small Large Load customer interconnection queue relative to larger utilities like Ameren Missouri and Evergy, meaning if we secure one or more Large Load customers, it may be harder for us to repurpose or reassign infrastructure that is built to serve the departing customer. Without adequate commercial and regulatory protections in place, through, for example, tariff design and commercial agreements

[7] Starting in January 2026, the Company revised its customer count methodology to report customers based on service connections rather than customer accounts.

with Large Load customers, the utility could be left seeking to recover stranded asset costs from other customers.

Q. Notwithstanding these challenges, you stated that bringing Large Load customers to Missouri offers numerous benefits and opportunities. What kinds of benefits and opportunities flow from serving Large Load customers?

A. There are several notable benefits to serving Large Load customers. First, there are the economic development opportunities associated with having large, high-tech facilities in the state. These include bringing jobs to Missouri as well as the tax revenues associated with the new facilities. Second, from a ratemaking perspective, the addition of Large Load customers to a utility system can mitigate rates for other Non-Large Load customers, as it allows the utility to spread system costs across a larger base of demand and usage, with larger customers likely paying an outsized share given their high demand. This rate mitigation benefit was a key consideration in developing Liberty's Schedule TS-LL tariff.

Finally, Large Load customers have the potential to bring substantial community benefits. Recognizing that data centers and other intensive energy facilities often have significant impacts on the communities where they are located, many Large Load customers have tangibly demonstrated their commitment to those communities by creating programs and allocating funds to developing and supporting local schools, infrastructure, parks and recreation, workforces, sustainability programs, income qualified customers, and other social and community-focused programs.[8]

[8] *See*, *e.g.*, *Amazon plans to invest $15 billion in Northern Indiana to build new data center campuses and advance AI innovation*, AmazonNews (Nov. 24, 2025) (describing Amazon's commitment to creating 1,100 new high-skilled jobs and supporting thousands more in the data center supply chain in Indiana in connection with development of a data center campus); City of Cedar Rapids, *Alliant Energy, and QTS Collaborate on New Data*

III. OVERVIEW OF LIBERTY'S LARGE LOAD CUSTOMER TARIFF

Q. Why is Liberty submitting its Large Load customer tariff now?

A. As I noted earlier in my testimony, electric utilities like Liberty are required under Missouri statute to develop a Large Load customer tariff. Liberty also committed to filing a Large Load tariff as part of its most recent rate case.[9] As further explained in the direct testimony of Company witness Mr. Doll, Liberty has already been approached by several Large Load entities and developers expressing interest in locating within Liberty's service territory. With the approval of our Large Load customer tariff, Liberty will be better positioned to serve these customers if they ultimately choose to locate in our service territory. Moreover, a tariffed offering will help drive efficiency and transparency, by providing a clear, Commission-approved framework under which we will serve Large Load customers, while at the same time helping Liberty support Missouri's economic development goals.

Q. How does Liberty currently serve Large Load customers?

A. At present, Liberty serves only one customer under our commercial and industrial rate, Schedule TS, and all of Liberty's existing customers fall well below the load thresholds indicated in SB4.

Q. How will using a tariff-based model benefit prospective Large Load customers?

A. As noted above, and in Liberty's experience, tariffed offerings can be beneficial to both utilities and their customers by providing greater certainty as to the nature of service and associated costs. Further, having clear, standardized processes for serving Large

Center Campus in Cedar Rapids (Feb. 12, 2025) (noting QTS's commitment to providing $18 million over 20 years to a Community Betterment Fund owned by the City of Cedar Rapids in connection with development of a data center campus).

[9] *See* Response to Intervention Applications and Motion for Expedited Treatment, Case No. ER-2024-0261 (Aug. 5, 2025); Order Granting Liberty's Motion, Case No. ER-2024-0261 (Aug. 8, 2025).

Load customers *via* a tariff should drive efficiency by shortening the time between the filing of an interconnection request and when we are ready to execute the corresponding customer agreements. A tariffed model is also more transparent.

Q. How did Liberty begin developing its Large Load customer tariff?

A. Liberty began developing its Large Load customer tariff by looking at other tariffs that have been proposed and approved in Missouri and elsewhere, and particularly those offered by Evergy and Ameren Missouri. As discussed earlier in my testimony, both of those utilities filed Large Load customer tariffs with the Commission that were approved in 2025. Liberty viewed these tariffs as helpful blueprints given that these utilities are located in the same state and sought to balance many of the same objectives as Liberty when it comes to serving Large Load customers. Ameren Missouri and Evergy's tariffs have also been thoroughly vetted through regulatory and settlement processes and were ultimately approved by the Commission. That said, while these tariffs served as a blueprint, Liberty also spent significant time evaluating its own unique considerations, risk profile, rate structures, load interconnection queue, and working with various stakeholders to understand what approach would work best for Liberty and its Non-Large Load customers.

Q. Please elaborate on some of the reasons that Liberty has modified its Large Load program proposals compared to Ameren Missouri and Evergy.

A. There are a number of considerations that distinguish Liberty from these other utilities and therefore warrant a modified approach. First, compared to Ameren Missouri and Evergy, Liberty has a lower overall system load and fewer customers, giving it less ability to absorb excess capacity if a Large Load customer leaves the service territory. Second, Liberty spent significant time evaluating its current system capacity and "headroom" from a generation and transmission perspective. Based on that analysis, Liberty has concluded that it has very limited "headroom" on its system to add a significant amount of Large Load without additional infrastructure buildout. Third, Liberty has a more limited pipeline of potential customers, measured in the hundreds of megawatts rather than many gigawatts as cited by Ameren Missouri and Evergy in their tariff proceedings.[10] As I mentioned above, the nature of this pipeline could make it more challenging for Liberty to secure a replacement customer in the event a Large Load customer leaves Liberty's service territory. Another differentiating factor from Ameren Missouri's approach is that Liberty is located in Southwest Power Pool ("SPP") without access to a capacity market and our system has limited transfer capability, factors that would otherwise enable us to more readily transfer excess capacity locally or regionally. Taken together, these considerations, along with other ratemaking and financial considerations, led us to conclude that, in order for Liberty to satisfy its obligations under SB4 and safeguard that its Large Load customer tariff mitigates the risk of unreasonable cost shift to Non-Large Load customers, we wanted to take a more tailored approach to Schedule TS-LL.

Q. At a high level, please describe Liberty's core objectives with respect to its Large Load customer tariff.

A. The fundamental goal of Liberty's Large Load customer tariff is consistent with the objectives of SB4, which is to serve Large Load customers responsibly and reliably while supporting the concepts that Large Load customers pay their "representative

[10] E.g., Direct Testimony of Ajay K. Arora on behalf of Union Electric Company d/b/a Ameren Missouri, ET-2025-0184, at 6-7 (May 2025) (noting Ameren's pipeline of approximately 15 GW of potential new loads); Direct Testimony of Kevin D. Gunn on behalf of Evergy Missouri Metro and Evergy Missouri West, EO-2025-0154, at 12-13 (Feb. 2025) (noting Evergy's pipeline of more than 6 GW of potential new loads).

share of the costs incurred to serve" them, and "prevent other customer classes' rates from reflecting any unjust or unreasonable costs arising from service" to Large Load customers.[11] This necessitates finding ways to serve Large Load customers in a manner that fairly reflects the cost of serving them, while also insulating Non-Large Load customers from the risk of potential rate increases due to the addition of Large Loads to our system.

Q. Did Liberty consult with external stakeholders as it developed its Large Load customer tariff?

A. Yes, in developing our Large Load customer tariff, Liberty engaged with numerous stakeholders, including the Staff of the Commission, the Office of Public Counsel, local elected officials, legislators, community and business leaders and prospective Large Load customers. Liberty then incorporated feedback received during this outreach into its proposed Large Load tariff and customer program to the extent possible.

Q. Please provide a summary of the key terms of Liberty's proposed Large Load Customer program, including Schedule TS-LL.

A. Table CTE-1 below summarizes the key terms and conditions of our proposed Large Load program and tariff:

Table CTE-1

Applicability	All customers with new or expanded loads expected to be equal to or greater than 25 MW must take service under Schedule TS-LL. Liberty may exercise its sole and reasonable discretion to aggregate proximately located premises or meters to determine applicability of Schedule TS-LL. In Liberty's sole and absolute discretion, Large Load customers who would otherwise fall within the scope of Schedule TS-LL may enter into special contracts with Liberty.
ESA Requirement	All customers taking service under Schedule TS-LL must enter into a binding ESA with Liberty.

[11] MO Rev Stat § 393.130(7).

ESA Term	Fixed Term of a minimum of 15 years at the Fixed Contract Capacity and an optional Load Ramp Term of up to 5 years prior to the Fixed Term. Collectively, the Fixed Term and the Load Ramp Term and commence when facilities are energized for service. At the end of the Fixed Term or any Extension Term, the ESA is subject to automatic extension for periods of 5 years unless otherwise agreed in the ESA.
Contract Capacity	Each Large Load ESA will specify a Fixed Contract Capacity, which will consist of (1) a Fixed Contract Capacity that applies during the Fixed Term, and (2) an Adjustable Contract Capacity that applies during the Load Ramp Term. The Adjustable Contract Capacity will be based on a schedule agreed between the Large Load customer and Liberty. If the Large Load customer is served by Liberty's existing generation system at any point during the ESA Term, the Fixed Contract Capacity and the Adjustable Contract Capacity will specify which portions of the Contract Capacity are System Contract Capacity (*i.e.*, of the Company's existing generation resources) or the Incremental Contract Capacity (*i.e.*, generation resources acquired to serve the Large Load customer directly).
Changes in Contract Capacity	If the Large Load customer's demand exceeds its contracted-for capacity, the Company may exercise discretion to authorize the customer to exceed its capacity subject to availability and subject to the Large Load customer paying all required costs. If the Large Load customer exceeds its contracted capacity for more than 4 months in 12 consecutive months, Liberty may require the customer to amend the ESA to reflect an increase in Contract Capacity. A Large Load customer may only decrease its Contract Capacity with Liberty's prior approval or if Liberty is unable to supply a portion of the customer's demand.
Billing	The customer's bill will consist of four components: (i) the Base Service Charges, which include a Customer Access Charge and a Transmission Demand Charge, which applies to all Contract Capacity, (ii) Existing Generation Charges, which will recover generation demand and energy costs related to the use of Liberty's existing generation system, (iii) Incremental Facility Charges, which only apply to Incremental Contract Capacity and will recover the incremental costs associated with serving the Large Load customer, and (iv) Other Charges applicable to Liberty customers generally that are not captured by the other components of Schedule TS-LL. Most of the Incremental Facility Charges will be established through the Large Load customer's ESA at the beginning of the ESA Term and updated annually as part of a true-up mechanism. In the event actual costs are greater or less than what had been forecast for the previous year, the difference will be accounted for in the calculation of the Incremental Facility Charges for the following year of the ESA Term.
Termination	Except as otherwise agreed to in the ESA, a customer may terminate the ESA at any time for any reason on 24 months' notice and payment of the Exit Fee. The customer must continue to pay bills during the notice period, including

	the Minimum Monthly Bill. Insufficient notice of termination may result in additional charges.
Exit Fee	If the ESA is terminated early, the customer will pay an Exit Fee, due in a lump sum at the effective date of termination equal to the sum of (i) the balance of the Incremental Generation Cost of Service Charge and Incremental Transmission Cost of Service Charge for the remainder of the Term, (ii) 36 months of Base Service Charges, Existing Generation Charges, the Capacity Support Charge, the Incremental Energy Charge, the Allocated 4-State Cost Adjustment Charge, and the Securitization Utility Tariff Charge using a calculation included in the Minimum Monthly Bill. Where there are fewer than 36 months remaining in the ESA Term on the effective date of termination, all elements of the Exit Fee will be calculated based on the number of months remaining in the Term. Liberty will use commercially reasonable efforts to mitigate the Exit Fee until 90 days prior to the effective date of termination. The Exit Fee will be recalculated annually to account for, among other things, (i) changes in rates under Schedule TS that impact Base Service Charges, Existing Generation Charges, or the Contract Support Charge, (ii) changes in the Incremental Facility Charges, and (iii) the decrease in the remaining number of years in the Term.
Credit Support	Unless otherwise agreed to by the Company in its sole and absolute discretion, the Large Load customer must provide credit support for the full amount of the Exit Fee, recalculated annually. Subject to mutual agreement by the parties to the ESA, credit support may be provided in the form of cash, a letter of credit, or an irrevocable, unconditional guaranty from a guarantor with a credit rating of at least A-/A3 from at least two ratings agencies (S&P, Moody's, or Fitch), with the guarantor subject to credit review by Liberty. Certain defaults of the customer or the guarantor (including dropping below the required threshold credit rating) will permit Liberty to require a change in the form of credit support.
Allocation of Transmission and Generation Facility Costs	The Company may require that all transmission facilities and network upgrades necessary to serve the Large Load customer be paid for in full by the customer with an upfront deposit, pre-payment, or a contribution in aid of construction ("CIAC") agreement. Liberty, in its sole and absolute discretion, may fund portions of those investments on a case-by-case basis, with the full amount paid by the customer through the Incremental Facility Charges during the Term and covered in full by payment assurance from the customer. Where designated transmission facilities are determined to provide system benefits a Large Load customer may be entitled to a credit against the Incremental Transmission Cost of Service Charge. The Company may require that all generation facilities owned or procured by Liberty be funded by the customer with an upfront deposit, pre-payment, or CIAC for both procurement and construction (along with all related obligations and liabilities). Liberty, in its sole and absolute discretion, may

	fund portions of those investments on a case-by-case basis, up to the full amount paid by the customer through the Incremental Facility Charges during the term and covered in full by payment assurance from the customer. If the mutually agreed generation plan to serve the customer includes independent power producer ("IPP")-owned generation (including both front-of-the-meter and behind-the-meter/co-located generation), or generation owned by the customer (including both front-of-the-meter and behind-the-meter grid-connected generation), a PPA or capacity purchase agreement would be procured through Liberty to the customer. In the case of a PPA with an IPP, the customer would be directly responsible to the IPP for all costs, liabilities and obligations (including any imputed debt related to capital lease accounting), which is expected to include direct payment and credit support to the IPP.
Onsite Energy Resources	Any onsite energy resources providing electric power (including storage) must be sleeved through Liberty, consistent with other third-party resources in accordance with applicable law and/or tariff. Onsite energy resources will not affect the Contract Capacity used in the calculation of the Base Service Charges, the Existing Generation Charges, Incremental Facility Charges, or Other Charges of the customer's bill.
Curtailment	Liberty may curtail the customer for any SPP emergency or local reliability events. Such curtailment shall not be compensable. Liberty may curtail any demand above the Contract Capacity at any time for any reason.
Assignment	No ESA (or any guaranty relating to service to the customer) may be assigned without Liberty's prior written consent, not to be unreasonably withheld (provided, that any material risk factors in Liberty's security of payment shall be grounds to withhold such consent).
Application Fee	Prospective Large Load customers must pay an application fee and a study deposit to begin the queue process for service. Specific studies have additional charges and prospective Large Load customers must pay the full actual costs of those studies.

Q. Are there any elements of Liberty's Large Load customer program proposal that you would like to describe in more detail?

A. Yes, these include: (i) the 25 MW applicability threshold, (ii) the upfront deposit, pre-payment, or CIAC for necessary generation and transmission infrastructure, (iii) billing, (iv) the ESA Term, (v) changes in contract capacity, (vi) termination and the Exit Fee, and (vii) credit support. Each of these elements reflect areas where Liberty modified its approach from Ameren Missouri and Evergy's Commission-approved tariffs.

Q. Why is the Company proposing 25 MW for its Large Load customer eligibility threshold?

A. The Company selected 25 MW for its threshold based upon a number of factors, but mostly due to the smaller size of Liberty's service territory, and also based on the size of our current largest customers, customers in our load interconnection queue, and the size of customers expressing interest in our service territory. While SB4 requires that a utility the size of Liberty develop a Large Load tariff for customers with a peak demand of 50 MW or greater,[12] for Liberty, a customer with a demand of 25 MW or greater represents a substantial load addition relative to the size of the Company's system and can materially affect generation planning, transmission requirements, and future infrastructure investments. Our proposed 25 MW threshold therefore identifies customers whose size and service requirements justify the specialized cost assignments and pricing provisions included in Schedule TS-LL, relative to Liberty's size, while helping protect Non-Large Load customers from costs attributable to serving new Large Load customers.

Q. What is the rationale for Liberty requiring new Large Load customers to provide an upfront deposit, pre-payment, or CIAC?

A. This is an important feature of Schedule TS-LL. Serving Large Load customers will likely require a substantial investment in new infrastructure, such as new substations, transmission upgrades, dedicated feeders, and new or upgraded generation resources. Requiring Large Load customers to put forward a substantial, up-front deposit, pre-

[12] MO Rev Stat § 393.130(7).

payment, or CIAC for costs associated with generation and transmission upgrades will help mitigate risk and avoid cost-shifts to other customers, again, in light of Liberty's size and risk profile. By requiring Large Load customers to pre-pay or pre-fund all or a significant portion of these costs, Schedule TS-LL supports the notion that costs for infrastructure built to serve a particular customer will be borne by that customer alone and not socialized across the Company's broader customer base, while mitigating the risk of stranded assets that Liberty may not be able to easily repurpose given our small size. On a case-by-case basis, Liberty may require less than a full deposit, pre-payment, or CIAC and choose to fund or have the customer finance some portion of the costs of transmission and generation upgrades, but whether Liberty chooses to do so will remain in the Company's discretion, the customer's creditworthiness, and subject to Liberty's determination that there will be no cost-shift to Non-Large Load customers.

Q. Have utilities outside of Missouri used similar approaches for serving Large Load customers?

A. Yes, while there is no one-size-fits-all approach, recent agreements between Entergy Louisiana, LLC ("Entergy") and Meta in Louisiana, and between Oklahoma Gas and Electric Company ("OG&E") and Google in Oklahoma appear to reflect similar structures.[13] In both the Entergy and OG&E cases, the agreements between the utility and the Large Load customer entailed significant upfront payments by the Large Load customer in order to support the new infrastructure needed to serve the customer. Liberty has also considered Arizona Public Service's approach ("APS"), where APS

[13] *See* In re Application of Entergy Louisiana, LLC for Certification of Generation and Transmission Resources and for Other Relief Pursuant to the Commission's Lightening Initiative, Docket No. U-37882 (filed Mar. 27, 2026); In the Matter of the Application of Oklahoma Gas and Electric Company for Commission Approval of Electric Service Agreements and Preapproval of Capacity Purchase Agreements Pursuant to 17 O.S. § 286(C), PUD 2026-000031 (filed May 1, 2026).

proposed that new generation costs associated with Large Load customers would be directly assigned to such customers.[14] Additionally, OG&E recently filed a Large Load tariff application that proposes a CIAC payment for transmission and distribution infrastructure associated with serving the customer's load.[15]

Q. Is Liberty proposing any related modifications to its existing line extension policies?

A. Yes. As part of our filing, Liberty is proposing targeted revisions to our Rules and Regulations governing line extensions to clarify how these provisions will apply to Large Load customers taking service under Schedule TS-LL. Those revisions are included as **Direct Schedule CTE-3**.

Q. Why are these revisions appropriate?

A. Liberty's existing line extension policies were developed for traditional customers and are generally designed around the expectation that the Company may fund a portion of extension costs based on anticipated future revenues from the customer. But, as I have explained, the unique size, infrastructure requirements, and risk profile of Large Load customers present a different circumstance than what our existing policy was built around. Our proposed line extension modifications are meant to clarify that Large Load customers are responsible for the costs of the transmission and distribution facilities necessary to serve their load and that service to Large Load customers will instead be

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[14] In the Matter of the Application of Arizona Public Service Company for a Hearing to Determine the Fair Value of the Utility Property of the Company for Ratemaking Purposes, to Fix a Just and Reasonable Rate of Return Thereon, and to Approve Rate Schedules Designed to Develop Such Return, Docket No. E-01345A-25-0105, Direct Testimony of Jamie Moe at 14 (filed June 13, 2025).

[15] In the Matter of the Application of Oklahoma Gas and Electric Company for an Order of the Commission Approving its New Extra Large Load Tariff and Terms and Conditions of Service for Extra Large Load Customers and a Regulatory Asset to Recover Costs Associated with Portfolio Optimization Software, Case No. PUD2026-000046, Direct Testimony of Kimber L. Shoop at 4 (filed June 17, 2026).

governed by the terms of Schedule TS-LL, the customer's ESA, and any other applicable agreements.

Q. How do these revisions fit within Liberty's broader Large Load customer program?

A. These revisions are essentially a conforming component of the Company's overall Large Load customer program. Schedule TS-LL, the ESA requirements, the credit support provisions, the Exit Fee provisions, the infrastructure funding requirements, and the proposed line extension revisions are all designed to work together to facilitate responsible Large Load customer development while supporting the concept that the costs and risks associated with serving those customers are appropriately assigned to the customers driving them. Consistent with the broader design of Schedule TS-LL, our proposed line extension revisions will help align cost responsibility with cost causation and reinforce the customer-protection principles reflected in SB4.

Q. How will billing work under Schedule TS-LL?

A. As described above, customers taking service under Schedule TS-LL will pay a Minimum Monthly Bill that is divided into four general categories of charges: (1) the Base Service Charges, (2) the Existing Generation Charges, (3) Incremental Facility Charges, and (4) Other Tariff Charges. Company witness Mr. Sheikh describes each of these charges in greater detail. While many of the charges will be based on rates specified in Schedule TS-LL, several charges included in the Incremental Facility Charges are customer-specific and will be established through and specified in the ESA for a particular customer.

Q. Several components of Schedule TS-LL include annual true-up mechanisms. Why is the Company proposing this approach?

A. The Company is proposing annual true-up mechanisms because many of the costs associated with serving a Large Load customer are customer-specific, forward-looking, and dependent on circumstances that may change over the course of the customer's ESA Term. For example, costs associated with customer-specific generation resources, transmission facilities, fuel and purchased power costs, and certain jurisdictionally allocated system costs are likely to change over time.

At the beginning of a contract year, Liberty may need to establish charges based on projected costs, projected usage, or projected operating conditions. While those projections are expected to be reasonable and based on the best information available at the time, actual costs and operating conditions will inevitably differ from our projections. The purpose of the true-up mechanisms is to reconcile those differences in a timely manner so that the customer ultimately pays the actual costs associated with serving its load, rather than overpaying or underpaying based on forecasts. Given the potential size of these customers and dollars at stake, having a timely true-up process in between rate cases will be critical to the Company's financial health and ability to responsibly manage its Large Load program.

Q. How do these true-up mechanisms relate to the overall philosophy underlying Schedule TS-LL?

A. They are directly aligned with the fundamental principles underlying Schedule TS-LL, most notably, that Large Load customers should bear the costs associated with serving their load, while Non-Large Load customers should not be exposed to unreasonable costs arising from that service. True-up mechanisms help support this objective by allowing that customer-specific costs are ultimately assigned to the customer responsible for those costs rather than being left unrecovered or shifted to other customers. At the same time, the true-up mechanisms protect the Large Load customer by supporting the concept that charges are ultimately aligned with actual costs rather than forecasted amounts alone. Mr. Sheikh discusses these true-up mechanisms in greater detail.

Q. Please explain the Minimum Monthly Bill aspect of Liberty's proposed Large Load program.

A. As described in **Direct Schedule CTE-1**, TS-LL customers will be subject to a Minimum Monthly Bill requirement for all charges under Schedule TS-LL, regardless of actual demand and energy during the relevant billing period. For the Base Service Charges, the customer will pay the Transmission Demand Charge, which will be calculated using 80% of the Contract Capacity specified in the customer's ESA and 100% of the Customer Access Charge. For the Existing Generation Charges, the customer will be required to pay the Existing Generation Demand Charge using 80% of the System Contract Capacity specified in the customer's ESA, and the Existing Generation Energy Charge calculated using 100% of the System Contract Capacity and an assumed load factor of 85%.

Next, for the Incremental Facility Charges, the customer must pay 100% of the Incremental Generation Cost of Service Charge, the Incremental Transmission Cost of Service Charge, and the Allocated 4-State Cost Adjustment Charge. The Capacity Support Charge will be calculated using 80% of the Incremental Contract Capacity and the Incremental Energy Charge will be calculated using 100% of the Incremental Contract Capacity and an assumed load factor of 85%. Finally, with respect to Other

Charges, specifically the Securitization Utility Tariff Charge, the customer must pay 100% of the "Projected Usage for Annual Period" as that term is defined as calculated in the Securitized Utility Tariff Charge compliance filings.

Q. Why is the Minimum Monthly Bill necessary?

A. The Minimum Monthly Bill, which is often also referred to as a "take-or-pay" commitment, supports the concept that Large Load customers reasonably cover the costs of serving that customer, while mitigating the risk of unreasonable cost shift to Non-Large Load customers. The minimum Incremental Facility Charges support the concept that Large Load customers pay all costs associated with incremental facilities needed to serve their load under Schedule TS-LL. The minimum Base Service Charges and the Capacity Support Charge reflect the reality that Large Load customers will utilize and benefit from Liberty's system even if most of their load is served by incremental facilities. Finally, to the extent that a Large Load customer is served by Liberty's existing generating facilities, minimum Existing Generation Charges will help support the concept that Large Load customers pay their share of costs to support existing generation facilities. In the absence of a Minimum Monthly Bill, a Large Load customer that locates in Liberty's service territory and drives significant investment in generation and transmission facilities may result in a significant under-recovery if that customer's actual demand and energy fall below the Contract Capacity specified in the customer's ESA.

Q. Company Witness Mr. Sheikh indicates that the Incremental Facility Charges will rely on an accelerated depreciation schedule that aligns with the customer's

minimum contract term for new facilities needed to serve the Large Load customer. Why has the Company designed the TS-LL rate structure this way?

A. The Company is proposing accelerated depreciation that aligns with the customer's contract term for new resources needed to serve Large Load customers to reflect the reality that – in Liberty's case – generation and transmission resources may be built or procured to serve a given Large Load customer, and not the system as a whole. While generation and transmission resources are generally expected to last more than 15 years, Large Load customers are required to sign an ESA with a minimum 15-year service term, thus the Company has no assurance that a Large Load customer will extend service and continue to make payments after the initial ESA Term. If the costs of incremental generation and transmission facilities are not recovered within the ESA Term, there is a substantial risk that Non-Large Load customers may bear the costs of those facilities. This risk is further compounded by Liberty's relatively small size and load interconnection queue. While this rate design is intended primarily to protect Non-Large Load customers, it will also benefit Large Load customers who extend their ESA after the initial ESA Term. For example, in the case of new generation resources procured to serve a Large Load customer, because the vast amount of cost associated with those resources will be paid for during the initial Term of the ESA through the Incremental Generation Cost of Service Charge, the Incremental Generation Cost of Service charge should significantly decline during the extension term to reflect, for example, ongoing maintenance and repair costs.

Q. What is the minimum service Term?

A. Large Load customers will be required to sign an ESA for a minimum of 15 years. This is slightly longer than the minimum 12-year terms approved in the Ameren Missouri and Evergy Large Load tariffs, but again, better reflects Liberty's risk profile and ability to absorb costs or repurpose infrastructure. As with the Ameren Missouri and Evergy tariffs, Large Load customers may seek an optional Load Ramp Term of up to 5 years in addition to the 15-year minimum Term.

Q. Why has Liberty limited the ability of Large Load customers to change Contract Capacity during the ESA Term?

A. While many Large Load customer tariffs include flexibility with regard to making changes to contract capacity, Liberty is not in a position to offer such flexibility. Given the size of today's Large Load customers, even relatively small changes in Contract Capacity will have the potential for outsized impacts on Liberty's resource adequacy position and financial health. While it certainly could be possible for Liberty to accommodate increases or decreases in Contract Capacity without harming customers, this will be highly situational and will require a detailed, case-by-case assessment, particularly given the small size of our load interconnection queue.

Q. How do the termination and Exit Fee provisions work?

A. As with many Large Load customer tariffs, including those of Ameren Missouri and Evergy, Schedule TS-LL includes provisions for voluntary termination by the customer subject to payment of an Exit Fee. This fee is essentially a "make-whole" provision in the event that a Large Load customer leaves service prior to the end of its ESA Term to support the concept that Liberty and its other customers are not left "holding the bag," so to speak, with regard to infrastructure investments made to serve that customer. The requirement that the customer provide 24-months' notice prior to termination is consistent with the approach approved by the Commission in the Ameren Missouri tariff. The calculation of the Exit Fee also generally aligns with the Evergy tariff by requiring that the customer cover expected minimum payments for the remainder of the Term, with the primary difference being that under Liberty's proposed Exit Fee, the Large Load customer would pay the equivalent of 36 months of the Minimum Monthly Bill for certain charges,[16] while the portion of the Exit Fee attributable to the Incremental Generation Cost of Service Charge and the Incremental Transmission Cost of Service Charge is equal to 100% of those charges for the remainder of the Term as of the effective date of termination. These provisions should minimize the disruption of a Large Load customer leaving Liberty's service territory.

Q. What is the credit support requirement and how will it protect Liberty and its Non-Large Load customers?

A. Large Load customers will be required to provide substantial credit support in the form of cash, a letter of credit, or a parental guaranty. Customers will be allowed to satisfy the credit support requirements using any combination of these means. Unless otherwise agreed to by the Company, the total amount of credit support will be equal to the Exit Fee and subject to annual reevaluation and decreases as the relative risk of the customer declines.

The credit support requirement is another area where the Liberty tariff diverges from Ameren Missouri and Evergy, and does so in two key ways. First, the amount of credit support required under Liberty's tariff is considerably higher than the requirements of the Ameren Missouri and Evergy tariffs, which are both limited to two years of minimum payments. Second, Liberty does not provide an opportunity for an automatic discount from the collateral requirement, even where a customer or its

[16] Or, if the customer has less than 36 months remaining on its ESA Term, the customer would pay an amount based on the number of months remaining in its ESA Term.

guarantor have credit ratings in excess of the minimum requirements. While these changes could result in a substantial credit support requirement, it is worth noting that to the extent costs for generation or transmission facilities are subject to an upfront deposit, pre-payment or CIAC, those costs would not be used to evaluate the Exit Fee and therefore would also not be used in evaluating credit support. Further, because credit support is tied directly to the Exit Fee, the amount of support that a customer must maintain will automatically decrease over the Term of the customer's ESA. Notwithstanding, to provide some commercial flexibility, the Company plans to retain discretion to adjust the credit support requirements.

Q. How will Liberty's Large Load customer tariff interact with its approach to customer-specific ESAs?

A. For customers who take service under Schedule TS-LL, Liberty will implement ESAs that reflect the terms of Schedule TS-LL. Each ESA will include customer-specific cost and payment information relating to the Incremental Facility Charges not established by rates in Schedule TS-LL. These agreements will also include standard Large Load contract provisions. To the extent that terms are not defined in the Schedule TS-LL tariff, such terms will be subject to negotiation between Liberty and the pertinent Large Load customer.

Q. How does the Large Load customer tariff account for Missouri's Economic Development Rider ("EDR") law?

A. As with the Ameren Missouri and Evergy tariffs previously approved by the Commission, Liberty is including a Cost Stabilization Rider as part of its Large Load customer tariff to support that Large Load customers pay their fair share of costs even if otherwise eligible for the Company's Limited Large Customer Economic Development Rider ("Schedule SBEDR").

Q. Will the Large Load customer tariff include voluntary renewable programs or options for interruptible service?

A. No, at this time we are not proposing any new or modified programs specific to Large Load customers. To the extent that a Large Load customer satisfies criteria for participation in an existing program, they may enroll. Additionally, we remain open to working with individual customers on tailored programs or supply arrangements based on their unique sustainability goals and objectives.

Q. Is Liberty including its Large Load customers as a separate rate class under the terms of its tariff?

A. Not at this time. Through this proceeding, Liberty is proposing to establish Schedule TS-LL as a tariffed service offering applicable to qualifying Large Load customers. Schedule TS-LL contains its own rates, terms, conditions, and customer-specific cost recovery mechanisms that are designed to address the unique characteristics of Large Load service. However, because Liberty does not currently have customers taking service under Schedule TS-LL, the Company has not developed a standalone class cost of service study or proposed a separate Large Load customer rate class for purposes of revenue allocation in a general rate proceeding. Liberty plans to create a separate Large Load customer class in a future general rate case once sufficient customer, usage, and cost information becomes available. At that time, the Company will be in a better position to evaluate the characteristics of the class and develop a dedicated class cost of service analysis.

In the meantime, Schedule TS-LL and the Company's Large Load program includes customer-specific cost assignment mechanisms, true-up provisions, revenue sharing provisions, and the proposed tracker and deferral mechanisms discussed later in my testimony. These tools will help support that costs and benefits associated with Large Load customers are appropriately identified and tracked during the period before a dedicated Large Load customer class can be evaluated through a general rate case proceeding.

Q. Will any of Liberty's other tariffs or riders be affected by the creation of Schedule TS-LL?

A. Yes, conforming revisions will be needed to several other tariffs and riders to implement Schedule TS-LL, including but not limited to Schedule TS, Rider SUTC, the Company's Rules and Regulations on Line Extensions, and Schedule SBEDR.

Q. Given the important role of Large Load ESAs under Schedule TS-LL, does Liberty anticipate providing those agreements to the Commission?

A. Yes. Liberty recognizes that ESAs will contain customer-specific terms regarding service to Large Load customers, including provisions relating to cost responsibility, credit support, termination rights, and customer-specific charges established pursuant to Schedule TS-LL. In the interests of transparency, Liberty is willing to file executed ESAs with the Commission on an informational basis so long as appropriate confidentiality protections are in place. These would not, however, be subject to individual approval.

Q. How does Liberty propose to do so?

A. Liberty is willing to file executed ESAs for informational purposes either in this docket or through a separate miscellaneous docket established for that purpose. However, it is important that these agreements receive highly confidential treatment. As discussed in the Company's concurrently filed Motion for Protective Order, ESAs will contain highly sensitive commercial, financial, operational, and competitively sensitive information regarding both Liberty and the Large Load customer.

Accordingly, these agreements would only be made available on a highly confidential basis, with access limited to the Commission and its advisors, Commission Staff, and the Office of Public Counsel, subject to appropriate nondisclosure obligations.

Q. Why is this approach appropriate?

A. Schedule TS-LL is designed to establish the general tariff framework applicable to Large Load customers, while customer-specific implementation details will necessarily be reflected in an individual ESA. Providing the appropriate party access to those agreements on a highly confidential basis promotes regulatory transparency and oversight while avoiding unnecessary disclosure of commercially sensitive information that could impair Liberty's ability to compete for Large Load customer development opportunities or adversely affect the customer's business interests.

IV. IMPORTANCE OF TIMELY AND EFFICIENT REGULATORY REVIEW

Q. Beyond the terms and conditions of Schedule TS-LL itself, are there other considerations that will influence Liberty's ability to successfully serve Large Load customers?

A. Yes. In addition to having an appropriate tariff structure in place, our ability to successfully attract and serve Large Load customers will depend in part on whether customers can obtain a sufficiently clear and timely path to power. Large Load customers often evaluate multiple potential locations and place significant value on certainty regarding the timing of infrastructure development, resource procurement, and regulatory approvals necessary to support service. As discussed throughout this filing, service to a Large Load customer may require substantial investments in generation, transmission, substations, and other facilities. As a result, timing and coordination among planning, procurement, construction, and regulatory processes are important considerations when a prospective customer decides whether to locate within Liberty's service territory.

Q. Why is this issue particularly relevant in the context of Schedule TS-LL and SB4?

A. In my view, Schedule TS-LL and SB4 share a common objective: enabling Missouri utilities to pursue significant economic development opportunities associated with Large Load customers, while supporting the concept that existing customers remain protected from unreasonable costs and risks arising from service to those customers. Missouri's recent enactment of SB4 reflects that Large Load customers can provide meaningful economic and customer benefits if appropriate safeguards are in place.

Our Schedule TS-LL tariff contains numerous provisions intended to support the notion that Large Load customers will pay their representative share of the costs incurred to serve them and that existing Non-Large Load customers will be protected from unreasonable cost shifts. However, those protections alone will not guarantee success. To effectively compete for Large Load customer opportunities, we must also be able to provide prospective customers with a reasonably clear and workable path to service. From Liberty's perspective, timely and efficient regulatory review and processing is an important complement to the protections established in Schedule TS-LL.

Q. Is Liberty seeking any waivers or variances from existing IRP or CCN requirements in this proceeding?

A. No. Liberty is not requesting that the Commission waive or vary existing Integrated Resource Planning ("IRP") requirements or Certificate of Convenience and Necessity ("CCN") requirements as part of this proceeding.

That said, Liberty maintains it is important to recognize that resources and facilities developed specifically to serve a Large Load customer may present different considerations than traditional utility investments intended to serve the Company's broader customer base. For example, under Schedule TS-LL, the need for the facilities may be driven by a specific customer, the timing of the facilities may be driven by that customer's service requirements, and the tariff, ESA, and related agreements are designed to assign the incremental costs and financial commitments associated with those facilities to the customer creating those obligations.

While Liberty is not requesting any specific procedural relief in this case, these distinctions are important policy considerations that may warrant consideration in future proceedings involving facilities developed specifically to serve a Large Load customer.

Q. Does Liberty anticipate seeking additional or expedited regulatory approvals in connection with future Large Load customers?

A. Potentially, yes. The specific approvals required will depend on the customer, the facilities necessary to serve the customer, and the resource solution ultimately selected. Depending on the circumstances, Liberty may need to seek approvals or regulatory waivers/variances associated with generation resources, transmission facilities, or other infrastructure. In doing so, we will proceed with appropriate and applicable legal and regulatory filings, for example, where CCN filings and approvals are required.

For example, Liberty may seek expedited review where warranted. Any request would be supported by the facts specific to the project and the protections established to support the concept that Non-Large Load customers are not exposed to unreasonable costs or risks associated with serving a Large Load customer.

Q. Is timely Commission action on Liberty's Schedule TS-LL Application important?

A. Yes. Liberty developed Schedule TS-LL in response to both evolving market conditions and Missouri's policy direction reflected in SB4. As discussed elsewhere in my testimony, Liberty has already received interest from prospective Large Load customers and expects interest in Large Load customer development opportunities to continue.

Approval of Schedule TS-LL will provide Liberty, prospective customers, and other stakeholders with greater certainty regarding the framework under which Large Load service will be offered within Liberty's service territory. In addition, having a

Commission-approved tariff will allow Liberty to engage more effectively with prospective customers evaluating potential development opportunities in Missouri.

Accordingly, Liberty respectfully requests that the Commission approve the Company's Application, including Schedule TS-LL, by January 31, 2027. Liberty maintains this timeline will provide sufficient opportunity for a full review of the Application while also supporting the timely implementation of the tariff and the economic development opportunities that Schedule TS-LL is intended to facilitate.

V. REVENUE SHARING MECHANISM

Q. Is the Company proposing a revenue sharing mechanism in conjunction with approval of Schedule TS-LL?

A. Yes. Liberty is proposing a revenue sharing mechanism that is intended to address the period during which revenues received from a Large Load customer may differ from the level of Large Load revenues reflected in the Company's current base rates. Because Large Load customers often ramp operations over time, actual revenues may evolve as customer usage increases and service requirements develop. Our proposed revenue sharing mechanism is designed to provide customers with a share of any benefits that may arise during this transitional period while supporting the continued development of Large Load customer opportunities within Liberty's service territory. Liberty expects the mechanism to be most relevant during the early years of Large Load service, when customer usage patterns and revenue levels are likely still developing. As revenue streams become more stable and predictable, those revenues will be reflected through future rate proceedings and incorporated into longer-term rate design solutions.

Q. Please explain Liberty's proposed revenue sharing mechanism.

A. Specifically, the annual review process will evaluate the Company's earned return on equity based on total-Missouri (all rate classes) net operating income and compares that earned return to the midpoint of Staff's recommended ROE range from the most recent rate case used to establish base rates. To the extent the Company's earned ROE exceeds that benchmark, 60% of the resulting earnings above the threshold would be deferred as a regulatory liability for the benefit of customers through a future Commission-approved mechanism, while the remaining 40% above-threshold earnings would remain with the Company. This mechanism will allow customers to participate in benefits that may arise when Large Load revenues exceed the levels reflected in current rates while recognizing the significant investments, planning obligations, and risks associated with serving Large Load customers, including customer concentration, infrastructure planning, resource acquisition, and future load variability. This approach provides reasonable balance between customer protection and maintaining appropriate incentives to pursue economic development opportunities that can create long-term benefits for all customers.

Q. Does this proposal align with other revenue sharing mechanisms approved by the Commission?

A. Conceptually, yes. Liberty's proposal is based on the same fundamental principles reflected in other Commission-approved revenue sharing frameworks, including the mechanism approved for Ameren Missouri in connection with its Large Load tariff. Like other Commission-approved sharing mechanisms, Liberty's proposal incorporates an earnings-based review to determine whether, and to what extent, customer sharing is appropriate. This approach will help balance customer protection with the need to maintain appropriate incentives for utilities to pursue economic development opportunities and make the investments necessary to serve new load. While Liberty has tailored certain aspects of our mechanism to reflect our unique circumstances, including the risks associated with serving Large Load customers within a smaller service territory, the overall structure and objectives are consistent with previously-approved approaches.

Q. Please elaborate on why Liberty's proposal is reasonable and appropriate.

A. The proposed mechanism appropriately balances customer protection with the risks associated with serving Large Load customers. The mechanism provides customers with an opportunity to share in benefits that arise when revenues received from Large Load customers exceed the levels reflected in the revenue requirement used to establish current base rates while also incorporating an earnings-based review to determine whether, and to what extent, customer sharing is appropriate. At the same time, Liberty is a smaller electric utility with a significantly smaller customer base over which to spread risks and costs. As a result, uncertainties associated with customer concentration, infrastructure planning, resource acquisition, and future load variability can have a proportionally greater impact on Liberty than on larger utilities. Our proposed mechanism recognizes those risks by allowing Liberty to retain a portion of any benefits while still providing customers with a meaningful share through the 60%/40% sharing construct. Moreover, the mechanism is particularly well-suited to Large Load service because the customer revenues often develop over time as facilities ramp operations and usage patterns become more established. During this transitional period, it may be appropriate for ratemaking purposes to reflect a more conservative and readily ascertainable level of Large Load revenues, such as revenues associated with applicable minimum bill provisions, while utilizing the sharing mechanism to address benefits associated with revenues received above those amounts. As customer operations mature and revenue streams become more stable and predictable, those revenues can be more fully reflected in future rate proceedings and incorporated into long-term rate design.

Q. How will the revenue sharing mechanism be administered?

A. Liberty proposes to file an annual earning review demonstrating the operation of the revenue sharing mechanism and any resulting amount subject to sharing. The filing will provide transparency regarding Large Load revenues, the Company's earned return on equity, and the calculation of any amount deferred for customer benefits under the mechanism. Interested parties would have the opportunity to review the filing and raise any concerns regarding the calculation. Consistent with the design of the mechanism, the annual review will evaluate the Company's earned return on equity relative to the mid-point of Staff's recommended ROE range from the most recent rate case used to establish base rates and determine whether, and to what extent, customer sharing is appropriate. This process provides a transparent and objective framework for administering the mechanism and calculating any resulting customer benefits.

Q. When will the revenue sharing mechanism first become applicable?

A. The mechanism will first become applicable when revenues associated with a Large Load customer taking service under Schedule TS-LL exceed the level of Large Load revenues reflected in the revenue requirement used to establish Liberty's current base rates. Once applicable, the annual earnings review will determine whether, and to what extent, customer sharing is appropriate under the mechanism.

Q. Please provide an illustrative example of how the sharing mechanism may work in practice.

A. Certainly. Assume that a Large Load customer begins taking service under Schedule TS-LL and that the revenues associated with that customer are not reflected in Liberty's then-current base rates. Further assume that Liberty's annual earnings review determines that those revenues contributed to $10 million of net earnings above the Company's authorized rate of return. Under Liberty's proposal, $6 million, or 60% would be deferred as a regulatory liability for the benefit of customers and returned through a future Commission-approved mechanism. The remaining $4 million would not be subject to the sharing mechanism. This example is intended solely to illustrate the operation of the proposal. Actual results will depend on the revenues received, costs incurred, and earned return experienced during the applicable period. Please refer to **Direct Schedule CTE – 4** for the proposed sharing mechanism calculation.

VI. REQUEST FOR AUTHORIZATION TO TRACK AND DEFER PROGRAM COSTS

Q. Why is Liberty requesting authorization to establish a regulatory asset associated with the Large Load tariff and program?

A. Liberty is requesting authorization to establish a regulatory asset to track and defer reasonable costs incurred in developing, implementing, administering, and supporting service to Large Load customers. These costs may include, among other things, expenses associated with the development of the Large Load tariff, regulatory, consulting and litigation expenses incurred in obtaining Commission approval of the tariff, and costs associated with future regulatory proceedings necessary to evaluate or provide service to Large Load customers. For example, if a Large Load customer requests service that requires additional Commission approvals, certificates, or other regulatory authorizations, Liberty may incur significant regulatory, legal, consulting, engineering, and administrative costs associated with those proceedings. Such costs are incurred specifically because of the potential Large Load customer and would not have otherwise been incurred absent the Company's efforts to evaluate or provide service to that customer. The purpose of the regulatory asset is to preserve these costs for future review and recovery and support that they are ultimately allocated in a manner that is consistent with cost causation principles. Liberty's expectation is that it would seek to recover reasonable and prudently incurred deferred costs associated with the development, implementation, and support of its Large Load tariff and program would be recovered from customers receiving service under Schedule TS-LL because those costs are being incurred specifically to facilitate service to those customers. However, because these costs must be incurred before Liberty knows whether a Large Load customer will ultimately execute a service agreement and begin taking service, there is a possibility that no Large Load customer materializes or that a proposed project does not proceed. In that circumstance, Liberty reserves its right to seek recovery of reasonably and prudently incurred deferred costs from Non-Large Load customers in a future rate proceeding as prudently incurred regulatory costs associated with complying with Commission requirements, evaluating service requests, and pursuing economic development opportunities for the benefit of Liberty's Missouri service territory. While Liberty will bear the burden of demonstrating the reasonableness and prudence of such costs, it notes that this filing is being brought pursuant to the statutory mandate set forth in SB4, thus Liberty did not have discretion on whether or not to make this filing. Again, while Liberty is not requesting recovery of any specific amount in this proceeding, it is simply requesting authorization to track and defer such costs in a regulatory asset, with the appropriate allocation, amortization period, and ratemaking treatment to be determined by the Commission in a future proceeding based on upon the facts and circumstances known at that time.

VII. REQUEST FOR VARIANCE FROM MISSOURI'S RENEWABLE ENERGY STANDARD.

Q. What is the nature of Liberty's request for a variance from Missouri's RES?

A. 20 CSR 4240-20.100 includes RES portfolio requirements and establishes a percentage of renewable energy that Missouri electric utilities must produce or procure. Liberty requests a variance from this statute, as authorized, to allow it to exclude the load associated with Large Load customers that meet the exemption requirement from the total retail electric sales of the electric utility used to establish its RES obligation.

Q. Why is Liberty requesting this variance?

A. Liberty is requesting this variance to support that its implementation of Schedule TS-LL remains consistent with the policy objectives embodied in SB4 and the overall design of the Company's Large Load customer tariff. As discussed throughout this proceeding, Schedule TS-LL is intended to provide a framework under which Large Load customers receive service on terms that reasonably reflect the costs incurred to serve them while protecting other customer classes from unjust or unreasonable costs arising from that service. Consistent with those objectives, load associated with customers that satisfy the applicable RES exemption criteria should not increase the Company's renewable energy compliance obligations.

Without the variance, Liberty could be required to include exempt Large Load customer load in the calculation of its RES obligations even though those customers qualify for separate treatment under the RES framework. In Liberty's view, such a result would be inconsistent with the principles underlying both SB4 and the RES exemption itself and could create costs that ultimately would not be attributable to the Company's Non-Large Load customer base. This request is also consistent with the Commission's treatment of similar Large Load customer tariffs approved by Ameren and Evergy. Thus, granting similar relief here will help promote a level playing field among Missouri utilities as we seek Large Load customer development opportunities, particularly given the more conservative customer-protection measures and commercial safeguards incorporated into Liberty's proposal.

In sum, our requested variance will provide clarity regarding the treatment of exempt large customer load, help support that Schedule TS-LL functions as intended, and, importantly, support Missouri's broader objective of facilitating responsible Large Load customer development while protecting existing customers from unreasonable costs.

Q. Where has the Commission granted similar requests for variance before?

A. In approving Ameren Missouri's Large Load tariff, the Commission granted a variance from the same requirement on the basis that approval prevents duplicative renewable requirements and costs for non-participating customers and is compliant with the requirement of Section 393.130.7, RSMo that service to Large Load customers does not reflect any unjust or unreasonable costs to other customers.[17] The Commission's

[17] Order Regarding Ameren Missouri's Request for Approval of a Large Load Rate Plan and Associated Variance, File No. ET-2025-0184, at 5-6 (Nov. 24, 2025).

approval of similar relief in those proceedings demonstrates that the requested variance is compatible with both Missouri's renewable energy policies and the policy objectives reflected in SB4. As such, there is good cause for a similar variance in the present case.

VIII. RECOMMENDATIONS AND CONCLUSION

Q. Do you have any final recommendations and conclusions?

A. Yes, I recommend the Commission approve Liberty's proposed Large Load program and Schedule TS-LL tariff, including all related and necessary tariff revisions and implementation measures described throughout our filing. I also recommend that the Commission approve the proposed revenue sharing mechanism, authorize the requested regulatory asset treatment for Large Load program costs, grant the requested Renewable Energy Standard variance, and approve the Company's Application on an expedited basis so that Schedule TS-LL can be implemented in a timely fashion.

Q. Does this conclude your direct testimony?

A. Yes.

VERIFICATION

I, Charlotte T. Emery, under penalty of perjury, on this 11th day of September, 2026, declare that the foregoing is true and correct to the best of my knowledge and belief.

/s/ Charlotte T. Emery