

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

COMES NOW the Staff (“Staff”) of the Missouri Public Service Commission (“Commission”), by and through counsel, and for its *Objection to LLPS Partial Stipulation and Agreement* respectfully states as follows:

2. That same day, the Commission issued its *Order Shortening Time to Object to Stipulation and Agreements*, directing the parties to file any objections no later than midnight on October 7, 2026.

I. Earnings Sharing Mechanism

4. Staff objects to the Earnings Review Mechanism (“ERM”) on page 2, paragraph 3 of the Agreement. If the Commission decides an earning sharing mechanism is proper in this case, it should instead order the same mechanism approved by the Commission for

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Ameren Missouri in Case No. ET-2025-0184.

5. Staff requests an opportunity for Kim Bolin, Financial and Business Analysis Director, to provide live testimony in opposition to the ERM agreed to between EMM and Google.

II. LLPS Billing Demand

6. The Agreement also addresses LLPS Billing Demand on page 2, paragraphs 4 and 5. Staff objects to what it understands the LLPS billing calculation provisions to represent, which is not the proper calculation of the LLPS minimum bill. Further Staff objects to the LLPS Billing Demand in paragraph 4 because the tariff redlines promised in paragraph 5 to reflect the terms in the LLPS tariff have not been provided to Staff. Staff requests an opportunity for Staff witness Sarah Lange, Economist, to provide live testimony in opposition to the LLPS Billing Demand agreed to between EMM and Google.

III. FAC

7. Staff objects to the failure of the Agreement to properly modify the Fuel Adjustment Clause (“FAC”) to protect ratepayers from adverse FAC impacts of unprecedented customer growth, and the failure of the Agreement to mitigate or eliminate EMM’s double-recovery (through the FAC and the LLPS energy charge) of energy expense to serve LLPS customers which results in unreasonable positive regulatory lag. The design contemplated by the Agreement does not reflect any LLPS energy kWh or energy expense in the FAC base factor calculation. Staff’s recommended base factor for Option 1 (which includes LLPS kWh and LLPS energy expense,) is \$0.02030 per kWh. Staff’s recommended base factor for Option 2 (which excludes LLPS from the FAC to the extent practicable) is \$0.01901. The stipulated FAC base factor is \$0.01742. All else being

equal, the lower the FAC base factor, the higher future FAC charges will be. An artificially low base factor will compound the concerns Staff presented in its prefiled testimony related to socialization of LLPS energy expense recovery through the FAC. Staff requests an opportunity for Ms. Lange and Brooke Mastrogiannis, Regulatory Compliance Manager, to provide live testimony in opposition to the FAC provisions of the Agreement.

8. Further, the approach specified in paragraph 7 and paragraph 9 is a far worse deal for ratepayers, and benefits EMM more than any other approach provided by any party in this proceeding for the following reasons:

- a. The failure to include any LLPS energy in the FAC base factor calculation allows EMM to unreasonably double-recover all LLPS energy expense; and
- b. The 90%/10% LLPS sharing mechanism does not provide real value for ratepayers. The 10% share would not be calculated as the total cost of energy for the LLPS class, or the difference between the energy expense included in the FAC base factor and that actually incurred. Instead, it would simply be a prorated share of the accumulated NET energy expense. For example, if LLPS was responsible for 50% of all EMM energy sales, the 10% share would equate to an overall sharing percentage of 92.5%/7/5%. The impotence of the 90%/10% sharing mechanism is demonstrated in Attachment A (Public).

9. Paragraph 10 of the Agreement misrepresents the FAC base factor as coming from Staff by referencing the use of the net fuel costs included in Staff's True-Up EMS run and using Staff's NSI from Staff's FAC base rate calculation. Staff's base factor calculation excludes LLPS energy and related energy expenses, and it is not reasonable for use in a base factor calculation that includes LLPS energy and related

energy expenses in the Actual Net Energy Cost calculation.

10. Staff objects to the inclusion of the subaccounts identified in paragraph 11 as improper. Evergy Missouri Metro's long term capacity sales will fall off after the expected rates of this case, and Evergy Missouri Metro will add in long term capacity purchases after the expected rates of this case. If only one aspect is added in the base factor it is disproportionate to the reality of expected long term capacity in the future..

11. The inclusion of long-term capacity within the FAC, as contemplated in paragraph 11, will result in significant double-recovery for EMM.

12. EMM currently sells its excess capacity to Evergy Missouri West, Inc. d/b/a Evergy Missouri West ("EMW"). Those sales to EMW will taper off, just as EMM requires that capacity for satisfaction of the resource adequacy requirements of its growing LLPS load. The result of this situation is that currently, EMM is selling capacity to an affiliate at a particular rate. In the near future, EMM will be using that capacity to meet customer demands, and that customer demand will be providing revenues of over \$20 per kW-month, which is significantly higher than the revenue currently received per kW-month from EMW. Despite earning more revenue from the same capacity (now through retail rates rather than a capacity transaction) EMM is requesting further compensation for the drop off of the capacity transaction through its FAC. The FAC was never contemplated for such use, and will require ratepayers paying increased FAC costs.

13. If the LLPS rates are not sufficient to recover incremental capacity expense from LLPS customers, then EMM has the available regulatory tool of the LLPS interim capacity charge. If EMM does not prudently pursue recovery through an LLPS interim capacity charge, then EMM's failure to recover should not be borne by EMM legacy ratepayers.

14. Paragraph 13 of the agreement outlines an amount of LLPS revenues and kWh to be used in determining the revenue requirement in this case. However, those revenue values rely on improper bill calculation and unreasonably low kWh amounts. Staff relied on known contract demand and EMM's representation of expected load factor to generate more accurate outcomes as seen in Attachment B (HC).

15. Staff further objects because the Agreement does not include the reasonable reporting requirements recommended by Claire Eubanks, Industry Analysis Director. The Agreement fails to reasonably resolve fairly straightforward issues such as annual reporting to the Commission, enforcing the minimum bill provisions ordered by the Commission in Case No. EO-2025-0154, enforcing the contract demand provisions ordered by the Commission in Case No. EO-2025-0154, exempting the LLPS class from paying a FAC charge, and ordering an equal percentage increase to the LLPS rate class when compared to the other rate classes.

WHEREFORE, Staff respectfully requests the Commission accept this objection, and further not approve the LLPS Partial Stipulation and Agreement as a resolution to the LLPS issues.

Respectfully submitted,

/s/ Tracy D. Johnson

Tracy D. Johnson

Deputy Counsel

Missouri Bar No. 65991

Travis J. Pringle

Chief Deputy Counsel

Missouri Bar No. 71128

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 6th day of October 2026.

/s/ Tracy D. Johnson

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

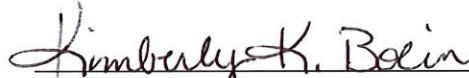
In the Matter of Evergy Metro, Inc. d/b/a)
Evergy Missouri Metro's Request for) Case No. ER-2026-0143
Authority to Implement a General Rate)
Increase for Electric Service)

AFFIDAVIT OF KIMBERLY K. BOLIN

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

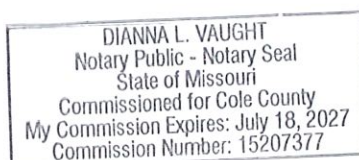
COMES NOW KIMBERLY K. BOLIN and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Staff Objection*; and that the same is true and correct according to her best knowledge and belief.

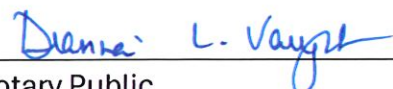
Further the Affiant sayeth not.


KIMBERLY K. BOLIN

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 5th day of October 2026.




Notary Public

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) Case No. ER-2026-0143
Authority to Implement a General Rate)
Increase for Electric Service)

AFFIDAVIT OF SARAH L.K. LANGE

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

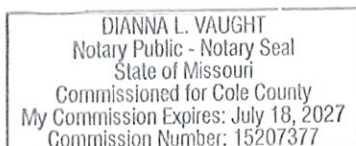
COMES NOW SARAH L.K. LANGE and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Staff Objection*; and that the same is true and correct according to her best knowledge and belief.

Further the Affiant sayeth not.

Sarah L.K. Lange
SARAH L.K. LANGE

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 5th day of October 2026.



Dianna L. Vaught
Notary Public

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 BROOKE MASTROGIANNIS

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

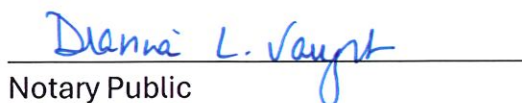
COMES NOW BROOKE MASTROGIANNIS and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Staff Objection*; and that the same is true and correct according to her best knowledge and belief.

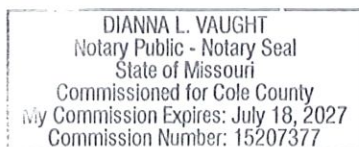
Further the Affiant sayeth not.


BROOKE MASTROGIANNIS

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 5th day of October 2026.


Notary Public



ATTACHMENT A

Missouri kWh =	10,000,000,000	
Base factor of	\$ 0.01742	
Assume increase in ANEC of	\$ 0.00010	
Actual ANEC of	\$ 0.01752	
If LLPS is	10%	of total load
LLPS is	1,000,000,000	
Total NSI is	11,000,000,000	
Difference to be considered is	\$ 1,100,000	
Sharing at 95/5	\$ 1,045,000	
Additional sharing of 5% additional for LLPS	\$ 5,000	
Forgone recovery per LLPS sharing	0.455%	

Case No. ER-2026-0143

INFORMATION CONTAINED IN

ATTACHMENT B

IS DEEMED HIGHLY CONFIDENTIAL

IN ITS ENTIRETY