

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

In the Matter of the Application of Evergy	)	
Metro, Inc., d/b/a Evergy Missouri Metro for	)	
Permission and Approval of a Certificate of	)	
Convenience and Necessity Authorizing it to	)	Case No. EA-2026-0154
Construct, Install, Own, Operate, Manage,	)	
Maintain, and Control a Natural Gas	)	
Electrical Production Facility	)	

STATEMENT OF POSITIONS OF EVERGY MISSOURI METRO

COMES NOW, Evergy Metro, Inc. (“Evergy Metro”) d/b/a Evergy Missouri Metro (“Evergy Missouri Metro,” “EMM,” or the “Company”), in accordance with the *Order Setting Procedural Schedule* (“Order”) issued June 22, 2026, hereby respectfully submits its *Statement of Positions* on the issues set out in the *Jointly Proposed List of Issues* that the Staff (“Staff”) of the Missouri Public Service Commission (“Commission”) filed on October 9, 2026.¹ In support of its positions,² EMM states as follows:

I. INTRODUCTION

EMM seeks a certificate of convenience and necessity (“CCN”) under Section 393.170.1³ to construct, install, own, operate, maintain, and otherwise control and manage Mullin Creek #2 Energy Center, a 440 megawatt (“MW”) simple-cycle gas turbine (“SCGT”) generating facility to be located in Nodaway County, Missouri, adjacent to the Mullin Creek #1 unit that the Commission certificated for Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West”) in Case No. EA-2025-0075 (“Mullin Creek #2” or the “Project”).⁴ On October 2,

¹ See Jointly Proposed List of Issues, Order of Opening Statements, List and Order of Witnesses, and Order of Cross-Examination (ECF No. 315; Oct. 9, 2026).

² The Company does not necessarily agree with the wording of some issues or inclusion of all of the issues set out herein. The inclusion of an issue and the Company’s position thereon in the list below does not mean all parties agree with such issue’s characterization, that such issue identified is actually in dispute, and/or that a Commission decision on such issue is proper or necessary in this case.

³ All statutory citations are to the Revised Statutes of Missouri (2016), as amended.

⁴ See Olson Direct at 4; VandeVelde Direct at 10.

2026, EMM, Staff, Renew Missouri Advocates d/b/a Renew Missouri (“Renew Missouri”), and the Midwest Energy Consumers Group (“MECG”) (collectively, the “Signatories”) filed a Non-Uniform Stipulation and Agreement (the “Agreement”) that resolves all issues among them.⁵ The Office of the Public Counsel (“OPC”) is the only party that did not sign the Agreement. On October 9, 2026, OPC filed objections directed to two of the Agreement’s 30 paragraphs: paragraph 2, which addresses the CCN; and paragraph 3, which addresses decisional prudence.⁶

Because OPC objected, the Agreement is considered a position of the Signatories, and the issues remain for determination after hearing.⁷ The Commission addressed the same circumstance in Evergy Missouri West’s Case No. EA-2025-0075, where it treated an objected-to agreement as the position of its signatories, decided the contested issues on the evidentiary record, and adopted the conditions in the agreement that no party opposed.⁸ OPC’s objections here are limited to paragraphs 2 and 3, and no party has objected to paragraphs 4 through 22 of the Agreement, which set out its cost, reporting, in-service, operating-plan, variance, resource-planning, fuel-supply, construction statement of work, interconnection, fuel adjustment clause, and as-built drawing provisions.⁹

No party asks the Commission to deny the CCN.¹⁰ OPC acknowledges that the Commission has the power to grant the CCN EMM requests.¹¹ OPC describes its objections as its

⁵ See Non-Uniform Stipulation and Agreement ¶¶ 1–2 (EFIS No. 56; filed Oct. 2, 2026).

⁶ See Public Counsel’s Objections to Non-Uniform Stipulation and Agreement ¶¶ 12–13, 27 (Oct. 9, 2026) (“OPC Objections”).

⁷ See 20 CSR 4240-2.115(2)(B), (D).

⁸ See Report and Order, 34–37, In re: Application of Evergy Missouri West, Inc. d/b/a Evergy Missouri West and Evergy Metro, Inc. d/b/a Evergy Missouri Metro for Permission and Approval of Certificates of Public Convenience and Necessity for Natural Gas Electrical Production Facilities, No. EA-2025-0075 (July 31, 2025).

⁹ See OPC Objections ¶ 12; Agreement ¶¶ 4–22.

¹⁰ See VandeVelde Surrebuttal at 2; Marke Rebuttal at 1, 24.

¹¹ See OPC Objections ¶ 40.

position on who should bear the risk of the Project and who should pay for it, stating that such objections are not meant “to take issue with the fundamentals of the underlying project.”¹²

II. POSITIONS ON THE ISSUES

Issue A. Does the evidence establish that the 440 megawatt (“MW”) simple-cycle gas turbine (“SCGT”) generating facility known as Mullin Creek #2, which will be located in Nodaway County, Missouri, (“Mullin Creek #2” or the “Project”) for which Evergy Missouri Metro is seeking a certificate of convenience and necessity (“CCN”) is “necessary or convenient for the public service” under Missouri Revised Statute § 393.170.3?

EMM’s Position: Yes. Section 393.170.3 authorizes the Commission to grant a CCN when it determines that the construction “is necessary or convenient for the public service.”¹³ In applying that standard, the Commission has looked to the five Tartan factors, which it treats as guidelines for its decision and not as elements of the statutory test.¹⁴ The evidence on each factor establishes that Mullin Creek #2 is necessary or convenient for the public service, and Staff, whose witnesses addressed every factor, has joined the Agreement’s request that the Commission grant the CCN.¹⁵ MCEG and Renew Missouri also joined the Agreement’s request, and as discussed above, OPC does not argue that the Commission should not grant the CCN.

The Project is needed and Evergy Metro’s integrated resource plan (“IRP”), which covers both EMM and Evergy Metro’s Kansas jurisdiction, has moved from a general need for thermal resources to this specific Project. The 2024 Triennial IRP scheduled 415 MW of thermal generation for 2032, the 2025 Annual Update identified a 440 MW simple-cycle gas turbine in 2031, and the 2026 Annual Update evaluated Mullin Creek #2 specifically. EMM’s 100% ownership of Mullin Creek #2 corresponds to the 440 MW of thermal resources that the 2026

¹² Id. ¶ 34.

¹³ Section 393.170.3.

¹⁴ See Report and Order, supra note 7, 28, 31; Gunn Direct at 12.

¹⁵ See Agreement ¶ 2; Arandia Rebuttal at 5–6, 9.

Annual Update identifies in 2031.¹⁶¹⁷ The Southwest Power Pool (“SPP”) resource adequacy changes that Evergy Metro has studied across successive IRPs were a driver of the capacity deficiency that produced the need for a simple-cycle gas turbine in the early 2030s in the 2024 Triennial IRP and the 2025 Annual Update, and Evergy Metro’s capacity needs have continued to change as SPP policy has evolved.¹⁸ SPP has set minimum summer and winter planning reserve margins, and both are scheduled to rise. The summer margin rises from 16 percent in summer 2026 to 17 percent in summer 2029, and the winter margin rises from 36 percent to 38 percent by winter 2029/30. SPP has also adopted a winter resource adequacy requirement and moved conventional resources to performance-based accreditation, while the market for capacity purchases has tightened.¹⁹ Recent SPP resource adequacy changes, together with economic development load growth, are driving the need for the Project.²⁰

Staff concludes that the Project is needed, and it identifies load growth, SPP’s move to performance-based accreditation, and SPP’s separation of its summer and winter reserve margins as contributors to that need.²¹ Renew Missouri’s witness agrees that EMM has demonstrated a need for additional capacity.²² EMM addresses the nature of that need further under Issue A.1.

The Project is economically feasible under the standard the Commission applies, which measures the degree to which a project’s economic advantages exceed its economic costs.²³ The 2031 combustion turbine to which Mullin Creek #2 corresponds was selected as part of the lowest-

¹⁶ See VandeVelde Direct at 5; VandeVelde Surrebuttal at 1; Seaver Rebuttal at 8–9; Tevie Rebuttal at 3; Johnson Rebuttal at 8; Humphrey Direct at 4; Gunn Direct at 15.

¹⁸ See VandeVelde Surrebuttal at 3, 5–6.

¹⁸ See VandeVelde Surrebuttal at 3, 5–6.

¹⁹ See VandeVelde Direct at 7 & n.1, 8, 11 & n.4; VandeVelde Surrebuttal at 4–5; Humphrey Surrebuttal at 6; Rucker Rebuttal at 2–3.

²⁰ See VandeVelde Direct at 6–8; VandeVelde Surrebuttal at 4–6; Humphrey Direct at 5.

²¹ See Rucker Rebuttal at 11; Arandia Rebuttal at 5.

²² See Johnson Rebuttal at 5.

²³ See Report and Order, supra note 8, 17, 32.

cost resource plan in every scenario in which it was tested across Evergy Metro’s 2025 and 2026 IRPs, including scenarios with different coal retirement schedules and with high and low carbon and natural gas prices.²⁴ Each alternative resource plan that removed the Project produced a higher net present value of revenue requirements (“NPVRR”), and no party has identified a plan that would serve customers at lower cost.²⁵ Renewable and storage resources cannot replace the Project reliably or at lower cost in the 2031 timeframe, given the narrowed window for federal production tax credits, the increased cost of those resources, local opposition to solar development, the declining accredited value of renewable and battery resources under SPP’s effective load carrying capability methodology, and the limited duration of battery storage.²⁶ The Project also captures economies of scale from its twin configuration with Mullin Creek #1, including shared site infrastructure, the same owner’s engineer and engineering, procurement, and construction (“EPC”) contractor, and power island equipment and contract terms secured before further market escalation.²⁷ Evergy Metro tested construction cost as a critical uncertain factor in its IRP analysis, and the Project’s cost estimate was developed from executed agreements, contractor pricing, and internally developed estimates.²⁸

Staff’s economic feasibility testimony recognizes that these economies of scale could beneficially affect the Project’s economic feasibility, that resource adequacy brings benefits that include avoiding SPP penalties, and that the time frame for meeting the 2031 need, EMM’s application for SPP’s Expedited Resource Adequacy Study for the unit, resource adequacy requirements, and economies of scale are public interest considerations the Commission should

²⁴ See VandeVelde Direct at 5–6; VandeVelde Surrebuttal at 2.

²⁵ See VandeVelde Direct at 6, 8–9; VandeVelde Surrebuttal at 2–3.

²⁶ See VandeVelde Direct at 10–11.

²⁷ See Olson Direct at 5–7, 13–14, 17–18; Humphrey Direct at 6–7; Meitner Direct at 6.

²⁸ See Humphrey Direct at 11; Olson Direct at 19–20.

weigh.²⁹ The two IRP conditions that Staff's testimony recommends appear in paragraphs 9 and 22 of the Agreement. Until Evergy files its first IRP under Section 393.1900, Evergy will consider alternative battery configurations such as six- or eight-hour batteries in future IRP analysis, and that analysis will not constrain the model to build one-half of a combined-cycle unit per year.³⁰

EMM is qualified to construct, own, and operate the Project, as Evergy Metro and its affiliated utilities own and operate natural gas generation today. Further, EMM is developing the Project through the owner's engineer, EPC contractor, and turbine manufacturer used for Mullin Creek #1, under a project controls and executive oversight framework designed for major generation construction.³¹ Staff concludes that EMM is qualified to construct, install, own, operate, maintain, and otherwise control and manage the Project, and that EMM performed its due diligence in selecting the site.³² In fact, no party disputes this Tartan factor.

EMM has the financial ability to provide the service, as Evergy Metro holds investment-grade credit ratings with stable outlooks, has short-term liquidity through its borrowing capacity under the master credit facility of Evergy, Inc. ("Evergy") and through an accounts receivable sales facility, and has access to the long-term debt and equity markets.³³ Staff concludes that EMM has the financial ability to finance the Project, and no party has identified a deficiency in EMM's liquidity, credit ratings, capital structure, or access to capital.³⁴

The Project promotes the public interest because it adds flexible, fast-starting, dispatchable capacity with on-site liquid fuel, which supports reliability during peak demand and extreme weather and complements intermittent resources.³⁵ Owning the Project gives Evergy Metro an

²⁹ See Tevie Rebuttal at 8, 10–11.

³⁰ See Agreement ¶¶ 9, 22; Tevie Rebuttal at 12; VandeVelde Surrebuttal at 2–3.

³¹ See Humphrey Direct at 6–8; Olson Direct at 5–8, 16–17; Carlson Direct at 3–6, 17–20; Gunn Direct at 16.

³² See Fontana Rebuttal at 2, 5; Arandia Rebuttal at 5–6.

³³ See Grace Direct at 4–6; Grace Surrebuttal at 2.

³⁴ See Won Rebuttal at 3–5; Arandia Rebuttal at 6; Grace Surrebuttal at 2.

³⁵ See Humphrey Direct at 8–10, 20–21; Meitner Direct at 7–8, 11; VandeVelde Direct at 9–10, 16.

energy hedge against market prices and reduces its reliance on a tightening capacity market.³⁶ Construction will bring employment, demand for local goods and services, and an expanded tax base to Nodaway County, and Evergy resolved the concerns of an adjacent landowner through a Good Neighbor Agreement before construction.³⁷ No concerns were raised at the September 10, 2026 local public hearing.³⁸

Staff found the public interest factor satisfied with the conditions its witnesses recommended, and the Agreement addresses each of the three conditions identified by Staff's public interest witness, which concern the Generator Interconnection Agreement, permitting for operation and tuning on back-up fuel, and the reporting of outages caused by the unavailability of natural gas.³⁹ The Agreement also establishes a compliance docket with quarterly construction, pipeline lateral, and budget reports, adopts the in-service criteria Staff proposed, requires emergency action and operations and maintenance plans before and after the Project enters service, addresses natural gas fuel supply, transportation, back-up fuel, and the pipeline lateral, sets a path for fuel adjustment clause treatment of the Project's costs and revenues, and preserves the Commission's statutory powers.⁴⁰

For these reasons, the Commission should find that Mullin Creek #2 is necessary or convenient for the public service and grant EMM the CCN subject to the conditions set out in the Agreement, including the variances from 20 CSR 4240-20.045 (the "CCN Rule") sections (3)(C), (6)(I), and (6)(J) provided in paragraph 8, to which no party objects.⁴¹

³⁶ See VandeVelde Direct at 7–8, 16.

³⁷ See Olson Direct at 10–12; Gunn Direct at 7; Gunn Surrebuttal at 3.

³⁸ See Shawn Lange Rebuttal at 7; Gunn Surrebuttal at 3, 14.

³⁹ See Arandia Rebuttal at 6; Shawn Lange Rebuttal at 7–8; Agreement ¶¶ 15–17.

⁴⁰ See Agreement ¶¶ 5–7, 10–21, 30; Gunn Surrebuttal at 3–4, 6–12; Humphrey Surrebuttal at 2–5; Meitner Surrebuttal at 2–5.

⁴¹ See Agreement ¶¶ 2, 4–22; Rucker Rebuttal at 17; Gunn Surrebuttal at 13, 17.

Issue A.1. What is the need for the Project that satisfies the first Tartan Factor?

EMM's Position: The need the Project satisfies is Evergy Metro's need for additional accredited capacity to serve its forecast peak demand under the resource adequacy requirements SPP imposes on it.⁴² As discussed above, the need for thermal resources was identified in the Company's IRP process as early as 2024. Further, as discussed above, the need arises from SPP's higher reserve margin requirements and its changes to capacity accreditation.⁴³ Staff's testimony describes the Project as needed for resource adequacy driven by load growth and changing SPP requirements.⁴⁴ Evergy Metro plans its system to meet forecast peak demand against SPP's requirements and does not plan its system for a subset of its customers, and the Project will serve all of EMM's customers.⁴⁵

OPC asks the Commission to find instead that the Project is to be built only because of the data center customers, and it ties that contention expressly to its position on who should pay for the Project.⁴⁶ Aside from the fact that the record clearly shows that is not the case and the Project is needed to serve all of EMM's customers, which customer classes cause and bear the Project's costs is a class cost of service question, and the Commission decides it in the general rate case in which the Project's costs are presented for recovery, as discussed under Issue C. The Commission does not (and should not) resolve that question in order to find that the Project is needed, and Staff, which supports the CCN, recommends that the Commission not decide cost allocation in this case.⁴⁷

⁴² See VandeVelde Surrebuttal at 5–6; Humphrey Surrebuttal at 6–7.

⁴³ See VandeVelde Direct at 6; VandeVelde Surrebuttal at 4–5; Humphrey Surrebuttal at 2, 6.

⁴⁴ See Tevie Rebuttal at 2; VandeVelde Surrebuttal at 5.

⁴⁵ See VandeVelde Surrebuttal at 6; Humphrey Surrebuttal at 6–7; Gunn Surrebuttal at 16.

⁴⁶ See OPC Objections ¶¶ 31–36; Seaver Rebuttal at 14–17.

⁴⁷ See Jennings Rebuttal at 9; Arandia Rebuttal at 8; Klote Surrebuttal at 2, 5–6.

Issue B. If yes to A, should the Commission condition the CCN on the LLPS customers funding the capital cost of the Project before construction begins?

EMM's Position: No. OPC's witness proposes that the Commission approve the CCN only if the three data center customers identified by Evergy Metro as having signed electric service agreements ("ESA") are ordered to pay the full capital cost of the Project before construction begins.⁴⁸ That condition is not reasonable or necessary within the meaning of Section 393.170.3 and section (2)(B) of the CCN Rule, and the Commission should not impose it.⁴⁹

EMM does not need customer capital to build the Project. EMM's financing plan relies on short-term liquidity, borrowing capacity under Evergy's master credit facility, an accounts receivable sales facility, access to the long-term debt and equity markets, and that plan includes no capital contribution from any customer and does not depend on one.⁵⁰ Staff evaluated EMM's financial ability on that plan, with no customer contribution, and concluded that EMM can finance the Project, so the condition would supply capital that the record shows EMM does not need.⁵¹ Because the Project is being built to serve all of EMM's customers, requiring a subset of those customers to finance the Project would be inappropriate.⁵²

The condition would also make EMM's authority to begin construction depend on decisions by customers whose actions EMM does not control. The Project's critical path runs through the issuance of a full notice to proceed to the power island equipment vendor and the EPC contractor in early 2027, and delay would expose customers to further cost escalation and put at risk the capacity Evergy Metro needs beginning in the winter of 2030/31.⁵³

⁴⁸ See Marke Rebuttal at 1, 18–19, 24; Marke Surrebuttal at 11, 13.

⁴⁹ See Section 393.170.3; 20 CSR 4240-20.045(2)(B).

⁵⁰ See Grace Direct at 4–5; Grace Surrebuttal at 2; Gunn Surrebuttal at 16.

⁵¹ See Won Rebuttal at 3–5; Arandia Rebuttal at 6; Grace Surrebuttal at 2.

⁵² See VandeVelde Surrebuttal at 6; Humphrey Surrebuttal at 7; Grace Surrebuttal at 2–3.

⁵³ See Olson Direct at 8; Gunn Direct at 26; VandeVelde Direct at 6, 12–13; Humphrey Direct at 11–12.

OPC's proposal is a ratemaking proposal on its own terms. Dr. Marke presents the proposal as a division of the Project's costs and risks among the data center customers, the Company, and other customers, under which the Company could be awarded a reduced return on equity for the Project and the cost of that reduced return could be recovered from all customers.⁵⁴ OPC presses related large-load recommendations in EMM's pending general rate case, Case No. ER-2026-0143, in which EMM's class cost of service allocation approach is before the Commission.⁵⁵ The out-of-state developments Dr. Marke cites in surrebuttal do not include a commission conditioning a certificate on customers funding a plant in advance. As he describes them, the Arkansas commission rejected a proposed payment structure because of a rider that would have shifted remaining costs to general ratepayers, the North Carolina commission denied a combustion turbine application, and the Wisconsin arrangement was an agreement between a utility and a customer on which no regulator had ruled.⁵⁶

Issue C. If yes to A, should the Commission condition the CCN on assigning all costs associated with the Project to the LLPS customers for rate making purposes?

EMM's Position: No. How the Project's costs are allocated among customer classes is a ratemaking question that the Commission will decide in the general rate case in which those costs are presented for recovery, on the class cost of service evidence and the circumstances before it at that time.⁵⁷ A CCN condition assigning all of the Project's costs to LLPS customers would decide that question in this case, years before the Project enters service and without a rate case record, and it would reach costs now pending in EMM's general rate case.⁵⁸

⁵⁴ See Marke Rebuttal at 18–19.

⁵⁵ See *id.* at 1–2; Jennings Rebuttal at 2, 9; Klote Surrebuttal at 2, 5.

⁵⁶ See Marke Surrebuttal at 5–6.

⁵⁷ See Klote Surrebuttal at 2, 5–6; Gunn Surrebuttal at 14–15; Jennings Rebuttal at 9.

⁵⁸ See Klote Surrebuttal at 2–3, 5–6; Seaver Rebuttal at 15.

Staff agrees that the Commission should not decide the allocation of the Project’s cost of service in this case, and that the determination belongs to the subsequent rate cases in which recovery is sought, so that the Commission may consider all relevant factors in place at that time.⁵⁹ OPC has itself acknowledged that “the Commission typically does not make cost allocation decisions in CCN cases.”⁶⁰ The Commission’s recent orders on Ameren Missouri’s Big Hollow and Reform Solar CCN applications reserved cost allocation issues for a future rate case, and OPC did not object to either stipulation.⁶¹ The Agreement in this case likewise provides that no Signatory is deemed to have approved or acquiesced in any method of cost allocation.⁶² The Commission decision OPC’s witness cites on cost allocation among classes is itself a general rate case order.⁶³

The statute on which OPC relies points to the same forum, as Section 393.130.7 directs electrical corporations to submit “schedules to include in the electrical corporation’s service tariff” for customers reasonably projected to have an annual peak demand of one hundred megawatts or more, and provides that those schedules “should reasonably ensure such customers’ rates will reflect the customers’ representative share of the costs incurred to serve the customers.”⁶⁴ The General Assembly addressed the large-load customers’ share of costs through tariff schedules and

⁵⁹ See Jennings Rebuttal at 9; Arandia Rebuttal at 8.

⁶⁰ Response to Non-Unanimous Stipulation and Agreement ¶ 7, In re: Application of Union Electric Company d/b/a Ameren Missouri for Permission and Approval and Certificates of Convenience and Necessity Authorizing it to Construct Renewable Generation Facilities, No. EA-2025-0239 (Mar. 23, 2026) (“OPC Reform Solar Response”).

⁶¹ See Order Approving Stipulation and Agreement and Granting Certificates of Convenience and Necessity, 2, 4–5, In re: Application of Union Electric Company d/b/a Ameren Missouri for Permission and Approval and Certificates of Public Convenience and Necessity Authorizing it to Construct a New Generation Facility and Battery Energy Storage System, No. EA-2025-0238 (Feb. 11, 2026) (approving the stipulation and adopting its conditions, including ¶ 5.n); Order Approving Stipulation and Agreement, Ordered ¶¶ 1.k, 2, In re: Application of Union Electric Company d/b/a Ameren Missouri for Permission and Approval and Certificates of Convenience and Necessity Authorizing it to Construct Renewable Generation Facilities, No. EA-2025-0239 (May 13, 2026); OPC Reform Solar Response, *supra* note 58, ¶ 3.

⁶² See Agreement ¶ 23.

⁶³ See Seaver Rebuttal at 16 & n.26.

⁶⁴ Section 393.130.7; see Marke Rebuttal at 3 n.3 (quoting Section 393.130.7).

rates, which the Commission sets and revises in tariff and rate proceedings, and the statute does not call for a CCN condition assigning a generating unit's costs to a single class.

Issue D. Should the Commission determine under 20 CSR 4240-20.045(2)(C), as provided in paragraph 3 of the Agreement, that Evergy Missouri Metro's decision to construct, acquire, own, operate, and seek a CCN for the Project in regard to the generation type (fuel type) is prudent?

EMM's Position: Yes. As paragraph 3 of the Agreement provides, the Commission should grant EMM's request for a finding of decisional prudence "in regards to the generation type (fuel type) as to its decision to construct, acquire, own and operate Mullin Creek #2."⁶⁵ Section (2)(C) of the CCN Rule provides that, in determining whether to grant a CCN, the Commission "may, by its order, make a determination on the prudence of the decision to operate or construct an asset subject to the commission's subsequent review of costs and applicable timelines."⁶⁶ The Project is such an asset, an electric generating plant expected to serve Missouri customers and to be included in the rate base used to set their retail rates.⁶⁷

The Commission made a determination of this kind for the units it certificated to Evergy Missouri West in Case No. EA-2025-0075, including Mullin Creek #1. It found Evergy Missouri West's decision regarding the generation type (fuel type) of those projects prudent, based on considerations that included the degree of need, the need for dispatchable generation, the flexibility of the SCGT, and SPP's stated need for dispatchable generation, and it made no finding regarding any cost of the projects or construction timelines.⁶⁸

The record supports the same determination here because Mullin Creek #2 is an advanced-class, dual-fuel SCGT with fast-start capability, deep turndown, and an emissions-compliant

⁶⁵ Agreement ¶ 3.

⁶⁶ 20 CSR 4240-20.045(2)(C).

⁶⁷ See Gunn Direct at 11, 23; Gunn Surrebuttal at 12–13.

⁶⁸ See Report and Order, supra note 8, 35–36; Gunn Surrebuttal at 12.

minimum load of 35 percent of output, suited to peaking service during periods of extreme heat and cold.⁶⁹ Its on-site liquid fuel capability, sized for 48 hours at full load, lessens the need for firm natural gas transportation and forward natural gas procurement, avoiding the need to hold natural gas storage for the unit, and SPP's resource adequacy rules place significant weight on resources that minimize outages caused by fuel unavailability.⁷⁰ SPP has called for dispatchable generation and renewable resources and duration-limited battery storage cannot supply the sustained, dispatchable output the Project provides during extended peaks and extreme weather.⁷¹ The 2031 combustion turbine was selected in every scenario in which it was tested in two consecutive IRPs.⁷²

A determination now is appropriate because new generation has long lead times and the investment is substantial, and a determination before construction allows EMM to proceed knowing that its decision regarding the Project's generation type has been reviewed.⁷³ The rule preserves the Commission's subsequent review of costs and applicable timelines, and other prudence matters, including construction and final costs, remain for review in a future rate case after the Project is in service.⁷⁴

OPC objects to paragraph 3 "to the extent it may be interpreted to mean that the fundamental decision to construct Mullin Creek #2 is prudent," and the reasons it gives concern the risk that the data center customers will not pay the Project's costs and which customers should bear them.⁷⁵ OPC's witness likewise ties his opposition to how EMM may propose to allocate the

⁶⁹ See Humphrey Direct at 8–10; Olson Direct at 4–5, 13.

⁷⁰ See Meitner Direct at 6–8, 10; Olson Direct at 25; Meitner Surrebuttal at 4–5.

⁷¹ See VandeVelde Direct at 10–11, 16; Humphrey Direct at 18–19.

⁷² See VandeVelde Direct at 5–6; VandeVelde Surrebuttal at 2.

⁷³ See Gunn Direct at 25–26; Gunn Surrebuttal at 13.

⁷⁴ See 20 CSR 4240-20.045(2)(C); Gunn Direct at 24; Gunn Surrebuttal at 13.

⁷⁵ OPC Objections ¶ 16; see also *id.* ¶¶ 17–23.

Project's costs in a future rate case.⁷⁶ Those concerns go to cost recovery and cost allocation, which a determination on EMM's decision regarding generation type does not decide and which the rule and the Agreement leave for later proceedings.⁷⁷

Issue E. What is the amount of construction work in progress that may be included in rate base under Missouri Revised Statute § 393.135.2?

EMM's Position: Section 393.135.2(1) provides that "[t]he commission shall determine, in a proceeding under section 393.170, the amount of construction work in progress that may be included in rate base," and that "[t]he amount shall be limited by: (a) The estimated cost of such project; and (b) Project expenditures made within the estimated construction period for such project."⁷⁸ The Commission should make that determination in this case because the statute places it here and EMM's request to include construction work in progress ("CWIP") for the Project in rate base is pending in Case No. ER-2026-0143.⁷⁹

EMM does not ask the Commission to state a separate CWIP dollar amount, because the amount of CWIP that may be included in rate base is derived from the cost estimate for 100% of the Project established in paragraph 4 of the Agreement, which excludes any allowance for funds used during construction ("AFUDC") and the effect of any CWIP allowed in rate base, and no party objected to paragraph 4.⁸⁰ The CWIP included in rates in a given rate case consists of the Project's actual construction expenditures as trued up in that case, subject to the limits of Section 393.135.2(1), and it is recovered subject to refund, with interest, if the Commission later determines that construction costs were imprudently incurred or that the Project was not placed in service within a reasonable time.⁸¹

⁷⁶ See Seaver Rebuttal at 16–17.

⁷⁷ See 20 CSR 4240-20.045(2)(C); Agreement ¶¶ 3, 23; Klotz Surrebuttal at 5–6.

⁷⁸ Section 393.135.2(1).

⁷⁹ See Klotz Surrebuttal at 1–3; Klotz Direct at 6.

⁸⁰ See Agreement ¶ 4; Grace Surrebuttal at 2; Gunn Surrebuttal at 6–7; OPC Objections ¶¶ 12–13, 27.

⁸¹ See Section 393.135.2(1); Klotz Surrebuttal at 3–4.

OPC's Note of Concern contends that the Commission must make an affirmative determination of the amount of CWIP in this case and that the Agreement contains no provision asking it to do so.⁸² EMM agrees that the determination belongs in this case, and the Commission makes it by determining, on the basis of the cost estimate established in paragraph 4 of the Agreement, the amount of CWIP that may be included in rate base for the Project.⁸³

WHEREFORE, Evergy Missouri Metro respectfully requests that the Commission issue an order no later than December 23, 2026, that (1) finds Mullin Creek #2 necessary or convenient for the public service and grants EMM a certificate of convenience and necessity to construct, install, own, operate, maintain, and otherwise control and manage the Project, subject to the conditions set out in the Agreement; (2) grants the variances from 20 CSR 4240-20.045(3)(C), (6)(I), and (6)(J) described in paragraph 8 of the Agreement; (3) declines to impose the OPC conditions described in Issues B and C; (4) grants, as provided in paragraph 3 of the Agreement, EMM's request for a finding of decisional prudence in regards to the generation type (fuel type) as to its decision to construct, acquire, own and operate Mullin Creek #2; (5) determines under Section 393.135.2(1) the amount of CWIP that may be included in rate base for the Project on the basis of the cost estimate established in paragraph 4 of the Agreement; and (6) grants such further relief as the Commission deems just and reasonable.

⁸² See OPC Objections ¶¶ 43–48.

⁸³ See Agreement ¶ 4; Klote Surrebuttal at 3–4; Gunn Surrebuttal at 7.

Respectfully submitted,

/s/ Roger W. Steiner

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by electronic mail on counsel of record in this proceeding on this 14th day of October 2026.

/s/ Roger W. Steiner

Roger W. Steiner