FILED
November 6, 2026
Missouri Public
Service Commission

Exhibit No. 5

Evergy Missouri Metro – Exhibit 5
Surrebuttal Testimony of Kevin Gunn
Case No. EA-2026-0154

Exhibit No.:	
Issue:	Stipulation and Agreement; Project Overview
Witness:	Kevin D. Gunn
Type of Exhibit:	Surrebuttal Testimony
Sponsoring Party:	Evergy Missouri Metro
Case No.:	EA-2026-0154
Date Testimony Prepared:	October 5, 2026

MISSOURI PUBLIC SERVICE COMMISSION
CASE NO.: EA-2026-0154

SURREBUTTAL TESTIMONY
OF
KEVIN D. GUNN

ON BEHALF OF
EVERGY MISSOURI METRO

Kansas City, Missouri
October 2026

Table of Contents

I. INTRODUCTION AND PURPOSE OF TESTIMONY 1
II. THE STIPULATION AND AGREEMENT 1
III. DECISIONAL PRUDENCE 12
IV. VARIANCES 13
V. OPC WITNESSES GEOFF MARKE AND JORDAN SEAVER 14
A. Cost Allocation to Large Load Customers 14
B. CWIP Recovery Limitation 16
VI. CONCLUSION 17

SURREBUTTAL TESTIMONY

OF

KEVIN D. GUNN

CASE NO.: EA-2026-0154

I. INTRODUCTION AND PURPOSE OF TESTIMONY

Q: Are you the same Kevin D. Gunn who filed direct testimony in this case on May 14, 2026?

A: Yes. I filed direct testimony on behalf of Evergy Metro, Inc. d/b/a Evergy Missouri Metro ("Evergy Missouri Metro," "EMM," or the "Company").

Q: What is the purpose of your surrebuttal testimony?

A: I support the Non-Unanimous Stipulation and Agreement (the "Agreement") among the Staff of the Commission ("Staff"), Renew Missouri Advocates d/b/a Renew Missouri ("Renew Missouri"), the Midwest Energy Consumers Group ("MECG"), and EMM (collectively, the "Signatories"), filed in this case on October 2, 2026, and I explain why the Missouri Public Service Commission ("Commission") should approve it. I also explain how the testimony of the Company's other witnesses supports the relief the Agreement requests and each of its conditions, and I respond to the Office of the Public Counsel ("OPC"), who is a non-signatory to the Agreement.

II. THE STIPULATION AND AGREEMENT

Q: What does the Agreement ask the Commission to do?

A: The Agreement asks the Commission to grant EMM a CCN under Section 393.170.1[1] and Section 393.135.2, 20 CSR 4240-2.060, and 20 CSR 4240-20.045 (the "CCN Rule"),

[1] All statutory citations are to the Missouri Revised Statutes (2016), as amended.

authorizing EMM to construct, install, own, operate, maintain, and otherwise control and manage 100% of Mullin Creek #2 Generation Facility ("Mullin Creek #2" or the "Project"), a 440 MW simple-cycle gas turbine ("SCGT") generating facility in Nodaway County, Missouri.[2] It also asks the Commission to make a finding of decisional prudence, which I address in Section IV, and to grant the variances I address in Section V.[3] The Signatories ask the Commission to approve the Agreement subject to its specific terms and conditions.[4]

Q: How does the Agreement address the Tartan[5] factors?

A: The Agreement incorporates conditions that directly reinforce how the Project and EMM satisfy each of the Tartan factors, as discussed further herein. The Agreement recognizes that the Project addresses the need for thermal capacity identified in EMM's integrated resource plans, since 2024 to meet reliability and reserve-margin requirements. As to economic feasibility, the Agreement identifies the cost estimate of the project, leveraging economies of scale that result from planning and constructing multiple natural gas plants across its affiliate utilities. In the 2026 IRP Annual Update, the 2031 CT was selected in every single alternative resource plan tested across both the 2025 and 2026 IRPs – regardless of the retirement scenario, critical uncertain factor assumptions, or near-term build option tested. Regarding qualifications, EMM is using a self-development structure employing proven technology and the same contractor arrangements as Mullin Creek #1.

[2] Non-Unanimous Stipulation and Agreement ¶ 2, No. EA-2026-0154 (EFIS No. 56; filed Oct. 2, 2026) ("Agreement").
[3] See id. ¶¶ 3, 8.
[4] See id., WHEREFORE clause.
[5] In re Tartan Energy Co., No. GA-94-127, 1994 WL 762882 at 3 (1994). While a project is not required as a matter of law to meet the "Tartan Factors," the Commission has traditionally used the factors when evaluating CCN applications. United for Missouri v. PSC, 515 S.W.3d 754, 759 (Mo. App. W.D. 2016) ("specific criteria have not been set out by statute").

And as to financial ability, EMM has sufficient liquidity, borrowing capacity, and investment-grade credit ratings. The Agreement's conditions including quarterly reporting, cost-change notification, in-service criteria, fuel supply planning, and Commission oversight ensure that these factors remain satisfied throughout construction and operation, and therefore, in the public interest.

Q: Is the Agreement aligned with Missouri regulatory policy?

A: Yes. As discussed in Missouri Department of Natural Resources Division of Energy's September 2026 *State Energy Plan and Policy Brief*, "[b]ulding new generation and infrastructure in Missouri keeps more economic value within the state. When power plants and grid infrastructure are built locally, the spending required to design, construct, and operate those projects supports jobs for Missouri workers and revenue for Missouri businesses. These investments drive growth not only in construction and energy jobs, but also across supplier industries and local services such as retail, healthcare, and hospitality."[6] Economic growth as well as job creation reinforce the role of energy infrastructure as a catalyst for sustained, broad-based economic development."[7]

Q: Is the Agreement in the public interest?

A: Yes. Approving EMM's CCN request for Mullin Creek #2 is in the public interest, and this was demonstrated at the local public hearing as no member of the public provided testimony. The conditions described in the Agreement and below address what matters most while the Project is built. Quarterly reports give Staff and the Commission visibility into construction, cost, and schedule; the in-service criteria and as-built drawings define

[6] *Missouri State Energy Plan: State Energy Plan and Policy Brief (Vol. 1)*, Mo. Dep't of Nat. Res., Div. of Energy at 26 (Sept. 30, 2026)
[7] Id. at 40.

when and how the Project enters service; and the fuel supply, back-up fuel, and lateral provisions address how the Project will be fueled.[8] The fuel adjustment clause ("FAC") provisions set a path for treating the Project's fuel costs and revenues before and after the next rate case.[9] The Agreement preserves the Commission's statutory powers, including its right to access information.[10]

Q: What testimony supports the need for the Project and its economic feasibility?

A: Company witness Cody VandeVelde's direct testimony addresses how Evergy Metro's 2026 Integrated Resource Plan ("IRP") Annual Update identifies 440 MW of thermal resources by 2031 corresponding to the Project,[11] and that the 2031 combustion turbine was selected as part of the lowest cost resource plan to meet customer needs in every scenario tested across Evergy Metro's 2024 Triennial IRP, 2025 IRP Annual Update and 2026 IRP Annual Update, regardless of the retirement scenario, critical uncertain factor assumptions, or near-term build option tested.[12] Additionally, Mr. VandeVelde and Company Witness Jason Humphrey determined that Mullin Creek #2 is economically feasible in relation to other resource alternatives by comparing the net present value revenue requirement ("NPVRR").

Q: What testimony supports EMM's qualifications to construct and operate the Project?

A: Company witness Jason Humphrey's direct testimony addresses generation development and portfolio transition. He testified that the Project is an SCGT generating facility located in Nodaway County, Missouri, scheduled for commercial operation by October 2030,[13]

[8] See Agreement ¶¶ 5–7, 10–12, 16–19, 21.
[9] See id. ¶ 20.
[10] See id. ¶ 30.
[11] VandeVelde Direct at p. 5, ll. 2–10.
[12] Id. at p. 5, ll. 10–14; p. 6, ll. 1–5.
[13] Humphrey Direct at p. 4, ll. 19–21.

and that EMM is using a self-development approach with an Engineer, Procure, and Construct ("EPC") structure that employs common generation technology and the same contractor arrangements as the Mullin Creek #1 unit, supporting efficient and reliable delivery of the Project.[14] In his surrebuttal testimony, Mr. Humphrey explains that the Mullin Creek generating station was developed as a two-unit site from its inception, with land, interconnection, and air permitting pursued for both units at the outset.[15]

Company witness J Kyle Olson's direct testimony addresses the Project overview, costs, and fuel. He testified that the Project is an advanced class 440 MW SCGT generating facility, consisting of an advanced J-Class gas turbine, an electrical generator, and a hot selective catalytic reduction system, with commercial operation targeted for October 2030,[16] and that EMM has secured site control, reserved turbine equipment, submitted an air permit application, and issued a limited notice to proceed for engineering and long-lead procurement.[17]

Moreover, Company witness John Carlson's direct testimony addresses project controls. He testified that the six main areas of project controls are cost control, schedule control, scope control, risk management, reporting and communication, and tools and technology, and that these disciplines manage cost, schedule, scope, risk, reporting, and communications throughout the project lifecycle.[18]

[14] Id. at p. 6, ll. 15–23; p. 7, ll. 1–7.
[15] See Humphrey Surrebuttal.
[16] Olson Direct at p. 4, ll. 8–20.
[17] Id. at p. 8, ll. 1–14.
[18] Carlson Direct at p. 3, ll. 17–22; p. 4, ll. 1–6.

Q: What testimony supports EMM's financial ability to construct the Project?

A: Company witness John M. Grace's direct testimony addresses EMM's financial ability to construct, own, operate, and manage the Project. He testified that EMM has sufficient short-term liquidity and access to additional short-term liquidity, including borrowing capacity under Evergy's master credit facility,[19] and that Evergy's electric utilities hold stable investment-grade credit ratings from both S&P Global Ratings and Moody's Investors Service.[20] In his surrebuttal testimony, Mr. Grace explains that the Company's financing plan relies on liquidity, existing credit facilities, and access to long-term debt and equity capital markets, and that the plan does not include or depend on any capital contribution from any customer.[21]

Q: What does the Agreement provide regarding the Project's cost?

A: The Agreement establishes the cost estimate for 100% of the Project as **[redacted]**.[22] If the Project's total cost changes beyond the level the Agreement specifies, EMM will notify the Commission in this docket and describe the change, the reason for it, and how EMM attempted to mitigate it.[23] The Agreement also states the period over which the allowance for funds used during construction ("AFUDC") will accrue on Project expenditures: from July 21, 2025, until the expenditures are included in rate base through construction work in progress ("CWIP") inclusion (January 6, 2027), or through the Project's expected in-service date of October 31, 2030.[24]

[19] Grace Direct at p. 4, ll. 7–18.
[20] Id. at p. 6, ll. 1–6.
[21] See Grace Surrebuttal.
[22] Agreement ¶ 4.
[23] Id. ¶ 4.a.
[24] Id. ¶ 4.b.

CONFIDENTIAL

Q: Why are these terms reasonable?

A: The cost-change notice keeps the Commission informed of any change in the Project's total cost, its cause, and EMM's efforts to mitigate it. Company witness Ronald A. Klote's direct testimony addresses construction accounting, CWIP, and cost allocation. He testified that the CWIP procedure reduces the amount of capitalized interest that customers ultimately pay compared to the AFUDC method, because under CWIP the investment is recognized in rate base as construction takes place rather than accruing carrying costs until the asset enters service.[25] In his surrebuttal testimony, Mr. Klote elaborates on the relationship between CWIP inclusion and the reduction of AFUDC and addresses the CWIP amount determined under paragraph 4 of the Agreement pursuant to Section 393.135.2(1), RSMo.[26]

Q: What does the Agreement provide regarding reporting during construction?

A: The Commission would establish a compliance docket in which EMM files quarterly progress reports, using the reporting template from Mullin Creek #1 in Docket No. EO-2026-0031, updated in collaboration with Staff for the Project. Each report is due on the 10th day of the second month after the quarter ends, and covers construction (including permitting, equipment delivery, safety, cost increases, milestones, supply chain issues, delays, and tariff impacts), the pipeline lateral, and budget reports by construction category.[27]

These quarterly reports give Staff and the Commission visibility into construction, cost, and schedule while the Project is built. Mr. Olson's surrebuttal testimony describes

[25] Klote Direct at p. 5, ll. 16–23; p. 6, ll. 1–6.
[26] See Klote Surrebuttal.
[27] Agreement ¶ 5.

the quarterly reporting framework the Company has agreed to under the Agreement.[28] Mr. Carlson's direct testimony explains that the Company's Project Controls Analysts track scope, schedule, and budget, and that they develop monthly and quarterly regulatory reports to keep stakeholders informed of the Project's progress.[29]

Q: What does the Agreement provide regarding the Project's entry into service?

A: EMM will use the in-service criteria in Staff witness Brodrick Niemeier's Schedule BAN-r2 to determine whether the Project is fully operational and used for service.[30] The Agreement also provides that EMM shall file in the compliance docket an overview of a site-specific Emergency Action Plan and an Operations and Maintenance Plan for the Project within ninety (90) days prior to the date the Project will be placed in service, and a final site-specific Emergency Action Plan and final Operations and Maintenance Plan within sixty (60) days of the facility being placed in service.[31] EMM will file as-built drawings in the compliance docket within 60 days of the Project entering service.[32]

The in-service criteria, the operating plan filings, and the as-built drawings define when and how the Project enters service. Mr. Olson's surrebuttal testimony describes the operational-readiness criteria for determining when the Project is fully in service and the requirement that as-built drawings be filed in the compliance docket within sixty days of the Project entering service.[33]

[28] See Olson Surrebuttal.
[29] Carlson Direct at p. 6, ll. 5–18.
[30] Agreement ¶ 6.
[31] Id. ¶ 7.
[32] Id. ¶ 21.
[33] See Olson Surrebuttal.

Q: What does the Agreement provide regarding resource planning?

A: Until Evergy files its first IRP under Section 393.1900, Evergy will consider alternative battery configurations, such as 6- or 8-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.[34] The Company will also notify the compliance docket, and share contract documentation with Staff, for any additional capacity purchases before the Project's in-service date that were not in the 2026 IRP preferred plan.[35]

Q: Why are those conditions reasonable?

A: They apply to future IRP analysis and to capacity purchases made before the Project enters service, and they give Staff visibility into both. Mr. VandeVelde's surrebuttal testimony explains that the Agreement requires Evergy Missouri Metro to consider alternative battery configurations, such as six- or eight-hour batteries, in future IRP analysis, that future IRP analysis will not constrain the model to build one-half of a combined cycle unit per year, and that EMM will provide notification and supporting documentation for capacity purchases not included in the 2026 IRP preferred plan.[36]

Q: What does the Agreement provide regarding fuel supply?

A: EMM will collaborate with Staff and OPC in developing a Natural Gas Fuel Supply Plan, file the results in the compliance docket, and meet annually with Staff and OPC until the Project is placed in service.[37] No later than two years before the in-service date, the Company will file a case addressing forward natural gas supply plans.[38] For Mullin Creek

[34] Agreement ¶¶ 9, 22.
[35] Id. ¶ 14.
[36] See VandeVelde Surrebuttal.
[37] Agreement ¶ 10.
[38] Id. ¶ 11.

#1 and the Project, EMM will file all natural gas transportation arrangements within 30 days of their execution.[39] The Company will affirm that it has received all permits required to operate and tune on back-up fuel, will notify the Commission when a gas unit above 100 MW cannot operate due to fuel availability, and will complete its liquid back-up fuel delivery, storage, and unloading plans within 60 days of in-service.[40] EMM will also evaluate contingency plans and, if the lateral transportation rate exceeds $0.135/MMBtu, evaluate the cost of owning and operating its own lateral and file that evaluation in this case.[41]

Q: Why are those conditions reasonable?

A: These provisions address how the Project will be fueled. Company witness JP Meitner's direct testimony addresses the natural gas market and Evergy's natural gas fuel supply plan for the Project. He testified that fuel firming for the Project is achieved through dual-fuel capability, which lessens the need for both firm natural gas transportation and forward natural gas procurement,[42] and that fuel firming increases confidence that generation operates when needed, including during peak demand periods.[43] In his surrebuttal testimony, Mr. Meitner describes the Company's commitments under these provisions.[44] Mr. Olson's surrebuttal testimony addresses the back-up fuel permitting affirmation and the plans for delivery and storage of liquid back-up fuel.[45]

[39] Id. ¶ 12.
[40] Id. ¶¶ 16–18.
[41] Id. ¶ 19.
[42] Meitner Direct at p. 6, ll. 1–5.
[43] Id. at p. 7, ll. 17–23; p. 8, ll. 1–7.
[44] See Meitner Surrebuttal.
[45] See Olson Surrebuttal.

Q: What does the Agreement provide regarding the EPC Statement of Work and the Generator Interconnection Agreement?

A: The Company will file the finalized EPC Statement of Work within 30 days of execution.[46] EMM will also file the Generator Interconnection Agreement in the compliance docket within 30 days of execution.[47] These filings place the finalized scope of construction work and the Project's interconnection agreement before Staff and the Commission. Mr. Humphrey's direct testimony describes the EPC structure EMM is using for the Project,[48] and Mr. Olson's surrebuttal testimony describes the Company's commitment to file the finalized EPC Statement of Work and the Generator Interconnection Agreement.[49]

Q: What does the Agreement provide regarding the fuel adjustment clause and direct assignment of the Project?

A: EMM will work with Staff and other stakeholders on fuel adjustment clause ("FAC") treatment for the direct assignment of the Project to Evergy Metro's Missouri operations and will provide its proposed treatment by January 1, 2028. If there is a gap between the effective date of EMM's next general rate case and the Project's in-service date, the Agreement specifies interim treatment of the Project's fuel and purchased power costs and revenues, and EMM will add the words "or revenues" to the definition on FAC tariff Sheet No. 50.36.[50]

The FAC provisions set a path for treating the Project's fuel costs and revenues before and after the next rate case. Mr. Klote explains that common-facility costs at the

[46] Agreement ¶ 13.
[47] Id. ¶ 15.
[48] Humphrey Direct at p. 6, ll. 15–23; p. 7, ll. 1–7.
[49] See Olson Surrebuttal.
[50] Agreement ¶ 20.

Mullin Creek generating station are separately tracked and allocated monthly based on each utility affiliate's ownership share, ensuring that Mullin Creek #2 costs are assigned to EMM's Missouri jurisdiction.[51]

III. DECISIONAL PRUDENCE

Q: What does the Agreement provide regarding decisional prudence?

A: The Signatories agree that EMM's request for a finding of decisional prudence should be granted in regard to the generation type (fuel type), as to EMM's decision to construct, own, and operate the Project, similar to the Commission's Report and Order in No. EA-2025-0075.[52] In Case No. EA-2025-0075, which concerned Evergy Missouri West's facilities, the Commission found that "based on the degree of need, the need for dispatchable generation, . . . the flexibility of the SCGT, and the SPP's stated need for dispatchable generation and that natural gas generators are generally able to respond most quickly, the Commission finds that Evergy Missouri West's decision regarding generation type (fuel type) . . . was prudent."[53]

Q: Why should the Commission make that determination in this case?

A: The CCN Rule authorizes it. Section (2)(C) of the CCN Rule provides that, in determining whether to grant a CCN, the Commission may make a determination on the prudence of the decision to operate or construct an asset, subject to its subsequent review of costs and applicable timelines.[54] The Project is such an asset: it is an electric generating plant

[51] Klote Direct at p. 8, ll. 16–24; p. 9, ll. 1–20.
[52] Agreement ¶ 3.
[53] Report and Order, pp. 35–36, 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 a Certificate of Public Convenience and Necessity for Natural Gas Electrical Production Facilities, No. EA-2025-0075 (July 31, 2025); see also Gunn Direct at p. 25, ll. 3–8.
[54] 20 CSR 4240-20.045(2)(C); Gunn Direct at p. 23, ll. 15–17.

expected to serve Missouri customers and to be included in the rate base used to set their retail rates.[55]

The timing matters because new generation has a long lead time. A determination now lets EMM proceed knowing that the decision to build this resource has been reviewed before construction begins, which is significant given the size of the investment.[56] Mr. Humphrey explains in his surrebuttal testimony the cost-escalation and supply-chain risks associated with delaying construction.[57] Even with that determination, other prudence matters, such as construction and final costs, are reserved for a future rate case after the Project is constructed and in service.[58]

IV. VARIANCES

Q: What does the Agreement provide regarding variances?

A: The Agreement provides that the Commission should grant the Company's requested variance from 20 CSR 4240-20.045(3)(C), (6)(I) and (6)(J).[59] The Company requested this variance, under 20 CSR 4240-2.060(4) and Section (3)(C) of the CCN Rule, so that it may provide later submissions of an overview of its plans for operating and maintaining the Project and an overview of its plans for restoring safe and adequate service after significant unplanned or forced outages.[60] The variance is reasonable because those plans depend on a facility that has not yet been built, and the Agreement separately addresses the related filings in paragraph 7.[61]

[55] Gunn Direct at p. 12, ll. 7–13; p. 23, ll. 15–17.
[56] Id. at p. 24, ll. 9–12.
[57] See Humphrey Surrebuttal.
[58] Gunn Direct at p. 25, ll. 3–8.
[59] Agreement ¶ 8.
[60] Gunn Direct at p. 26, l. 19 – p. 27, l. 2.
[61] Id. at p. 12, ll. 20–23.

V. OPC WITNESSES GEOFF MARKE AND JORDAN SEAVER

A. Cost Allocation to Large Load Customers

Q: OPC recommends that the costs of the Project be allocated to large load or data center customers. What is OPC's position?

A: OPC witness Jordan Seaver testifies that large load customers cause the need for the Project, and he recommends that the Company declare that the Project's costs, including the CWIP requested in EMM's pending rate case, No. ER-2026-0143, will be allocated entirely to those customers unless or until EMM demonstrates otherwise.[62] He ties his opposition to a finding of decisional prudence to the same view of cost causation.[63] Additionally, OPC witness Dr. Geoff Marke would have the three identified data center customers pay the full capital cost of the Project before construction begins.[64]

Q: How do you respond?

A: First of all, I would like to reiterate that there was no public opposition at the local public hearing for the proposed Mullin Creek #2 project to serve Evergy Missouri Metro's customers. Second, how the Project's costs are allocated among customer classes is a ratemaking question. It is decided in the general rate case in which the Project's costs are considered for recovery, not in this CCN case.[65] As Company witness Mr. Klote explains, class cost of service and rate design are decided in the rate case in which the Project's costs are recovered, and OPC's recommendations would decide a class cost of service question in a CCN proceeding, including for costs now pending in a separate rate case.[66] The

[62] Seaver Rebuttal at p. 14, ll. 3–18; p. 15, ll. 1–9.
[63] Id. at p. 16, ll. 13–20.
[64] Marke Rebuttal at p. 18, l. 21 – p. 19, l. 3.
[65] See Klote Surrebuttal.
[66] See id.

Agreement does not decide that question either. Its general provisions state that, unless the Agreement explicitly provides otherwise, no Signatory is deemed to have approved or acquiesced in any ratemaking principle, including any method of cost determination or cost allocation.[67] OPC itself has acknowledged this practice. In its response to the non-unanimous stipulation in Ameren Missouri's Reform Solar CCN case, OPC acknowledged that "the Commission typically does not make cost allocation decisions in CCN cases."[68]

The Commission's recent orders approving CCN settlements are consistent with that practice. In Ameren Missouri's Big Hollow case, the Commission approved, and adopted the conditions of, a stipulation providing that cost allocation issues related to that project will be addressed in a future rate case.[69] OPC was not a signatory to that stipulation and did not object to it.[70] In the Reform Solar case, the Commission granted the CCN subject to the condition that Ameren Missouri agrees that cost allocation issues related to that project will be addressed in a future rate case, where all parties may support whatever cost allocations they believe appropriate at that time, and the Commission approved the stipulation containing that term.[71] And in Liberty's CCN case for a simple-cycle combustion turbine, OPC signed a settlement whose general provisions state that no

[67] Agreement ¶ 23.
[68] 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).
[69] See Order Approving Stipulation and Agreement and Granting Certificates of Convenience and Necessity, p. 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 and adopting attached Non-Unanimous Stipulation and Agreement, including ¶ 5.n).
[70] See id. at pp. 2, 4–5.
[71] See Order Approving Stipulation and Agreement, p. 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 (May 13, 2026) (Ordered ¶¶ 1.k, 2; attached Non-Unanimous Stipulation and Agreement ¶ 6.k).

signatory is deemed to have approved or acquiesced in any cost allocation methodology.[72] The Agreement in this case carries the same provision.[73]

Second, the Company has demonstrated through testimony that Mullin Creek #2 plant is needed to serve all customers, and not just large load customers as OPC alleges. Company witness VandeVelde elaborates on this in his testimony and how the Company's IRP has included a need for new thermal generation since its 2024 IRP.

With regards to Dr. Marke's proposal that customers should supply the Project's upfront capital is likewise not a condition the Company needs to build Mullin Creek #2. As Company witness Mr. Grace explains, EMM's financing plan includes no capital contribution from any customer and does not depend on one.[74]

B. CWIP Recovery Limitation

Q: Dr. Marke recommends that CWIP recovery be limited to data center customers. How do you respond?

A: That question belongs to EMM's pending rate case, No. ER-2026-0143. Dr. Marke lists the limitation among the provisions OPC recommends in that concurrent rate case.[75] As Mr. Klote explains, Section 393.135.2(1) directs the Commission to determine in this proceeding the amount of CWIP that may be included in rate base, while how a revenue requirement that includes CWIP is spread among customer classes is decided in the rate case, which is where OPC has raised it.[76] Moreover, a CWIP limitation is improper. Section 393.135.2 authorizes the Commission to allow CWIP recovery for natural gas-fired

[72] See Global Stipulation and Agreement ¶ 4, In re: Application of The Empire District Electric Company d/b/a Liberty to Obtain a Certificate of Convenience and Necessity to Support Resource Adequacy, No. EA-2025-0299 (filed June 10, 2026).
[73] See Agreement ¶ 23.
[74] See Grace Surrebuttal.
[75] Marke Rebuttal at p. 2.
[76] See Klote Surrebuttal.

generating facilities without conditioning that authorization on how CWIP costs are allocated among customer classes.

VI. CONCLUSION

Q: What do you recommend?

A: The Commission should reject the positions and recommendations put forward by OPC and approve the Agreement and grant the relief in it, including a CCN authorizing EMM to construct, install, own, operate, maintain, and otherwise control and manage the Project, subject to the Agreement's conditions.[77]

Q: Does that conclude your testimony?

A: Yes, it does.

[77] Agreement ¶ 2 and WHEREFORE clause.

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 Construct, Install, Own, Operate, Manage, Maintain, and Control a Natural Gas Electrical Production Facility	)))))))	Case No. EA-2026-0154

AFFIDAVIT OF KEVIN D. GUNN

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

Kevin D. Gunn, being first duly sworn on his oath, states:

1. My name is Kevin D. Gun. I work in Kansas City, Missouri and I am employed by Evergy Metro, Inc. as Vice President – Regulatory and Government Affairs.

2. Attached hereto and made a part hereof for all purposes is my Surrebuttal Testimony on behalf of Evergy Missouri Metro consisting of seventeen (17) pages, having been prepared in written form for introduction into evidence in the above-captioned docket.

3. I have knowledge of the matters set forth therein. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded, including any attachments thereto, are true and accurate to the best of my knowledge, information and belief.

Kevin D. Gunn

Subscribed and sworn before me this 5th day of October 2026.

Notary Public

My commission expires: April 26, 2029.

ANTHONY R WESTENKIRCHNER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 26, 2029
PLATTE COUNTY
COMMISSION #17279952

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

Docket No.: EA-2026-0154
Date: October 5, 2026

CONFIDENTIAL INFORMATION

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

Document/Page	Reason for Confidentiality from List Below
Gunn Surrebuttal, p. 6, ln. 13	3, 4, and 6

Rationale for the "confidential" designation pursuant to 20 CSR 4240-2.135 is documented below:

1. Customer-specific information;

2. Employee-sensitive personnel information;

3. Marketing analysis or other market-specific information relating to services offered in competition with others;

4. Marketing analysis or other market-specific information relating to goods or services purchased or acquired for use by a company in providing services to customers;

5. Reports, work papers, or other documentation related to work produced by internal or external auditors, consultants, or attorneys, except that total amounts billed by each external auditor, consultant, or attorney for services related to general rate proceedings shall always be public;

6. Strategies employed, to be employed, or under consideration in contract negotiations;

7. Relating to the security of a company's facilities; or

8. Concerning trade secrets, as defined in section 417.453, RSMo.

9. Other (specify) _____.

Should any party challenge the Company's assertion of confidentiality with respect to the above information, the Company reserves the right to supplement the rationale contained herein with additional factual or legal information.