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's Request for Authority to Implement a General Rate Increase for Electric Service.	))))	File No. ER-2026-0143

REPLY BRIEF

Pursuant to the March 18, 2026 Order Setting Procedural Schedule and Directing the Filing Dates for Local Public Hearings ("Order Setting Procedural Schedule"), Google LLC ("Google"), hereby files its Reply Brief. The Commission should approve the LLPS Partial Stipulation and Agreement ("LLPS Stipulation") in its entirety without any modifications or changes and that the LLPS Stipulation is just and reasonable in the public interest, (2) reject modifications to the Large Load Power Service ("LLPS") Tariff proposed by the Office of the Public Counsel ("OPC") and (3) preserve the integrated framework for the Fuel Adjustment Clause ("FAC"), thereby rejecting Staff's proposals to impose separate, wholesale-market-based treatment of LLPS customers. Google further requests that the Commission reject OPC's proposal to assign all costs associated with Mullin Creek #2 exclusively to LLPS customers, as well as OPC's proposed Probability of Dispatch ("POD") methodology for allocating generation and transmission costs, both of which are inconsistent with cost-causation principles and unsupported by the evidentiary record.

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I. Introduction

1. Google's Reply Brief addresses the principal arguments and the most significant concerns raised in the Initial Post-Hearing Briefs filed by the Office of the Public Counsel ("OPC"), Staff of the Public Service Commission of the State of Missouri ("Staff"), Midwest Energy Consumers Group ("MECG"), and Velvet Tech Services, LLC ("Velvet"). To the extent any issue is not specifically addressed herein, such omission should not be construed as agreement with or acquiescence to OPC, Staff's, MECG's or Velvet's position.

II. The LLPS Stipulation's Treatment of the FAC Results in Just and Reasonable Rates.

A. There Is No Mismatch in the Calculation of the Base Factor

2. Staff's Initial Brief argues that the LLPS Stipulation creates a mismatch between the base factor calculation and the operation of the fuel adjustment clause ("FAC") going forward.[1] Specifically, Staff claims that it is problematic to exclude LLPS expense and billing determinants (load) from the calculation of the FAC base factor, but then includes LLPS expenses and billing determinants in the calculation of the FAC fuel adjustment rate ("FAR") going forward.[2]

3. However, what Staff characterizes as a mismatch is really just a function of the timing of this proceeding relative to the initiation of service to LLPS customers. As Staff notes, Commission Rule 20 CSR 4240-20.090(2) requires rebasing of base energy costs in a general rate proceeding in which an FAC is continued or modified.[3] There were no LLPS customers in the test year and no LLPS energy costs are being rebased in the Company's revenue requirement.[4] Consistent with Staff's position that the FAC base factor must match the base energy costs in the

[1] Staff Initial Brief, at p. 80.
[2] *Id.*
[3] *Id.* at p. 81.
[4] Tr. Vol. 12, p. 71, ln. 16–p. 72, ln. 2 (Ives explaining that there are no costs to serve LLPS customers reflected in the base rates); *see also* Evergy Initial Brief, at p. 13 ("none of the Company's revenue requirement is caused by LLPS load . . . .").

revenue requirement,[5] the LLPS Stipulation calculates a FAC base factor exclusive of LLPS energy costs and billing determinants.[6] Accordingly, the FAC base factor in the LLPS Stipulation matches the base energy costs in the revenue requirement.

4. The FAC base factor is the starting point for the FAC FAR going forward. As is the case whenever the FAC base factor is set, customers come and go (or consume more or less) and energy costs evolve during the accumulation period, but as long as the energy costs in the FAC base factor match the base energy costs in the revenue requirement, the FAC base factor is properly set to recover actual energy costs.

5. While it is true that the LLPS Stipulation permits actual LLPS energy costs to enter the FAC during future accumulation periods, LLPS billing determinants will also enter the FAC. Accordingly, LLPS customers will pay their share of the FAC FAR, just like all other customers.[7] Staff claims, without supporting evidence, that non-LLPS customers will be exposed to the cost of serving new LLPS load through the FAC. Staff does not explain why it believes increased energy costs flowing through the FAC will not be entirely absorbed by the increased billing determinants (*i.e.*, kilowatt-hours) supplied by LLPS customers, over which the energy costs will be allocated. In fact, with the premium rates paid by LLPS customers and the contributions of LLPS customers to a more efficient system, energy costs per kilowatt-hour may very well *decrease* due to the participation of LLPS customers in the FAC.[8]

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[5] Ex. 111, Mastrogiannis Direct Testimony (Revenue Requirement), at p. 4.

[6] LLPS Stipulation, ¶ 9 ("Company will not include LLPS fuel costs in the base factor calculation for the LLPS revenues reflected in this settlement").

[7] Tr. Vol. 12, p. 72, ln. 11-16 (Ives).

[8] Report & Order, File No. EO-2025-0154, at pp. 9–10, Findings of Fact Nos. 8–11 (addressing LLPS customer's contribution to the system); Ex. 452, Berry Rebuttal Testimony, at p. 9 (explaining the relationship of the energy rates LLPS customers will pay through the LLPS Tariff to the energy costs collected through the FAC); Non-Unanimous Stipulation and Agreement,

B. The 90/10 Sharing Mechanism Increases Benefits to Non-LLPS Customers

6. Currently, the FAC includes a 95/5 sharing mechanism by which incremental FAC costs are paid 95% by the customers and 5% by Evergy. The LLPS Stipulation increases the portion of incremental FAC costs to be paid by Evergy. Specifically, incremental FAC costs will be allocated between non-LLPS and LLPS customers based upon kWh usage for the period over which the incremental FAC costs, if any, were incurred. After this allocation, incremental allocated non-LLPS FAC costs shall be shared utilizing the existing 95/5 sharing mechanism and incremental allocated LLPS FAC costs shall be shared utilizing 90/10 sharing mechanism.[9] After the Evergy share is subtracted, the allocated amounts will be totaled and used to develop the current period FAR.[10] Thus, all customers, including non-LLPS customers will benefit from the new 90/10 sharing mechanism.[11]

7. The 90/10 sharing arrangement in the LLPS Stipulation increases the likelihood that LLPS customers' participation in the FAC will decrease energy costs paid by non-LLPS customers. Staff attempts to minimize the impact of the 90/10 sharing mechanism with a selective calculation in Attachment A to its Objection to the LLPS Stipulation (On-the-Record Presentation Ex. 2).[12] But Staff's calculation assumes a small fuel adjustment rate and a hypothetical scenario in which LLPS customers are 10% of the total load.[13] As LLPS customers ramp up and if they exceed 10% of the total load, the 90/10 sharing mechanism will become more impactful.

File No. EO-2025-0154, ¶ 14 (Sept. 25, 2025) (providing for credits to other customer classes in the class cost of service study to be conducted in Evergy's next rate case).

[9] LLPS Stipulation, ¶ 7.

[10] *Id.*

[11] Tr. Vol. 12, p. 75, ln. 1–18 (Ives).

[12] Staff Initial Brief, at p. 90.

[13] Staff On-the-Record Presentation Ex. 2 (Attachment A to Staff's Objection to the LLPS Stipulation).

C. Staff's Option 1 Creates a Mismatch Between the Revenue Requirement and Base Factor and Makes Flawed Assumptions regarding LMPs

8. As explained above, the calculation of the FAC base factor in the LLPS Stipulation is consistent with the exclusion of LLPS costs from the revenue requirement. Conversely, Staff supports *excluding* LLPS costs from the revenue requirement but *including* LLPS energy costs and kilowatt-hours in its calculation of the FAC base factor in its Option 1.[14] This mismatch violates Staff's rule about the FAC base factor matching the revenue requirement.

9. To make matters worse, Staff uses an improper methodology to include LLPS energy costs and kilowatt-hours in its calculation of the FAC base factor in its Option 1. As discussed in Google's Initial Brief, to reach an estimated annualized energy expense for Option 1, Staff relied on normalized and annualized day-ahead locational marginal prices ("LMPs") produced by the SPP Integrated Marketplace.[15] Staff also made inadequately supported assumptions about LLPS customer usage and load factors as part of its normalized and annualized day-ahead LMP calculations.[16]

10. Both Google and Evergy identified serious, fundamental flaws with Staff's use of LMPs as a proxy for LLPS energy costs—not the least of which is that Evergy sells the energy it

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[14] *Cf.* Ex. 170, Lange True-Up Rebuttal Testimony, at p. 6, ln. 16–18 ("Because the LLPS energy charge and the cost of energy for LLPS customers is essentially a wash, it is not necessary to adjust either expense or revenues to include Customer A energy usage in this case") *with* Ex. 156, Mastrogiannis Surrebuttal/True-Up Direct Testimony, at p. 18, ln. 16–18 ("For FAC Option 1, annualized load and estimated annualized expenses [for Customer A] must be added to the Missouri jurisdictional Base Factor Calculation.").

[15] Ex. 177, Lange Conforming Direct Testimony (Revenue Requirement), at p. 40, ln. 15–p. 41, ln. 12; *see* Tr. Vol. 7, p. 260, ln. 17–p. 261, ln. 22 (Staff witness Sarah Lange explaining that Staff used the market value of energy, *i.e.*, the day-ahead locational market price).

[16] Tr. Vol. 7, p. 101, ln. 21–p. 103, ln. 1 (Staff witness Sarah Lange testifying that she selected the midpoint of a range of potential load factors for LLPS customers); Tr. Vol. 7, p. 261, ln. 10–p. 265, ln. 9 (Staff witness Sarah Lange testifying that her assumptions about load factors for LLPS customers were also used to annualize and normalize LMPs for purposes of determining energy expenses imputed to LLPS customers).

produces into the SPP markets at LMP prices and buys the energy it needs to serve its load from the SPP markets at LMP prices, resulting in equal and offsetting transactions that essentially net out to $0.[17] Accordingly, and as highlighted in Google's initial brief, LMPs alone are not reflective of the energy costs required to serve Evergy's customers.[18] Google witness, Dr. Carolyn Berry, and Evergy witnesses, Darrin Ives and JP Meitner, each provided testimony addressing Staff's flawed methodology.[19] In response, Staff merely repeats the obvious—but still unhelpful—fact that each megawatt hour of energy used by Evergy's customers is purchased at the LMP price of the EMM load node.[20]

D. Staff's Option 2 Fails Due to the Same Fundamental Flaws as Option 1

11. Under Option 2, Staff proposes modifying the FAC to exclude LLPS customers from FAC charges and remove the energy and transmission costs attributable to those customers from FAC calculations.[21] This approach would also use hourly energy consumption and market prices, along with allocations of certain SPP expenses, to separate out costs imputed to LLPS customers.[22] Again, this calculation relies on inadequately supported assumptions about LLPS customer usage and load factors.[23]

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[17] Tr. Vol. 12, p. 64, ln. 14–20 (Evergy witness Darrin Ives explaining that Evergy "bid[s] in all of our energy into the market and, and [sic] that the revenues from bidding in the energy are also available to customers through the FAC, resulting in kind of a net fuel and purchase-power impact instead of just pricing a customer class at the location marginal pricing."); Ex. 452, Berry Rebuttal Testimony, at p. 7, ln. 4-10.

[18] Ex. 452, Berry Rebuttal Testimony, at p. 7, ln. 4–17.

[19] *Id.* at pp. 7–11; Ex. 30, Ives Rebuttal Testimony, at pp. 4–7; Ex. 63, Meitner Rebuttal Testimony (Confidential), at pp. 8–9; Tr. Vol. 12, p. 64, ln. 14–20 (Ives).

[20] Staff Initial Brief, at p. 85.

[21] Ex. 111, Mastrogiannis Direct Testimony (Revenue Requirement), at p. 10, ln. 7–10.

[22] *Id.* at p. 10, ln. 17–p. 11, ln. 25; Ex. 177, Lange Conforming Direct Testimony (Revenue Requirement), at p. 40, ln. 15–p. 41, ln. 12.

[23] *See* discussion *supra* fn. 16.

12. Staff's proposal for Option 2 is not supported by substantial competent evidence,[24] it ignores the fact that Evergy operates an integrated system for all its customers,[25] and it is unworkable from an accounting perspective.[26]

III. The LLPS Revenue Adjustment of $60 Million is Grounded in Actual, Corrected Billing Information and Provides an Immediate Benefit to Customers.

13. The $60 million revenue adjustment in the LLPS Stipulation is grounded in actual billing information, corrected to reflect the proper application of the Commission-approved LLPS Tariff, rather than speculative estimates of future customer demand. The adjustment was derived from the actual billing determinants for the LLPS customer as of the June 30, 2026 true-up date, annualized to reflect twelve months of service at that level.[27] This approach is consistent with traditional ratemaking principles, which annualize known and measurable changes occurring during the true-up period. Unlike Staff's and OPC's alternatives, the $60 million adjustment does not depend upon assumptions about when an LLPS customer will achieve future contracted capacity or projected levels of electricity consumption.

14. The $60 million adjustment also incorporates a correction to the calculation of minimum monthly bills under the LLPS Tariff—a correction that Google advocated for even though it increases Google's own payment obligations. As Dr. Berry explained, the tariff establishes a monthly Billing Demand equal to the greater of the customer's measured maximum demand or 80% of annual Contract Capacity.[28] The resulting Demand Charge is payable in addition to the tariff's other applicable charges, including energy-based charges.[29] Evergy's earlier

[24] Google Initial Brief, ¶ 50.
[25] *Id.* ¶ 51.
[26] *Id.* ¶¶ 52–53.
[27] Evergy Initial Brief, at pp. 26–27; Ex. 36, Jaynes Surrebuttal/True-Up Direct Testimony, at p. 27; Tr. Vol. 12, p. 56, ln. 19–p. 57, ln. 2 (Ives).
[28] Ex. 453, Berry Surrebuttal Testimony, at p. 8, ln. 7-19.
[29] *Id.* at pp. 8–10.

revenue adjustment of approximately $41.4 million did not fully reflect this interpretation. The LLPS Stipulation adopts Google's interpretation, resulting in a substantially greater revenue adjustment of $60 million for the benefit of other customers.[30] Staff's characterization of the resulting amount as merely a negotiated or rounded figure ignores the substantive billing correction underlying it. The fact that the parties agreed upon a rounded annual adjustment does not negate its foundation in actual billing determinants and the proper application of the LLPS Tariff.

15. Velvet characterizes the correction to the minimum bill calculation as a consequential "change" rather than a "clarification."[31] Velvet notes that potential customers have relied on Evergy's initial interpretation of the minimum bill calculation and those customers could potentially owe millions of dollars more during a load ramp as a result of the interpretation contained in the LLPS Stipulation.[32] However, as the record in this case shows, reasonable minds can disagree on the interpretation of minimum bill calculations in the LLPS Tariff, so a clarification was necessary. The interpretation advocated by Google relies on the plain language of the LLPS Tariff and is a benefit to other customers.[33]

16. Staff's competing approach for the LLPS revenue adjustment is less reliable and less beneficial than the approach reflected in the LLPS Stipulation because Staff calculated a revenue adjustment excluding energy charges and proposed a number less than the $60 million reflected in the LLPS Stipulation.[34] OPC's proposed $117 million LLPS revenue adjustment is based upon projected revenues, including unknown energy-related revenues, years beyond the

[30] LLPS Stipulation, ¶¶ 4, 13.
[31] Velvet Initial Brief, at p. 5.
[32] *Id*.
[33] Ex. 453, Berry Surrebuttal Testimony, at pp. 8–9.
[34] Ex. 167, Lange Surrebuttal/True-Up Direct Testimony, at p. 41, ln. 8–p. 42, ln. 16; Staff Objection to LLPS Stipulation, ¶ 14.

true-up period. OPC bases the $117 million figure on anticipated customer revenues in calendar year 2030, assuming the customer's load ramps as projected, and Evergy files a rate case in 2030 (and not before or after).[35] This rate case uses a historical test year. OPC proposes to use a future test year for just one line item, without commensurately using future test year adjustments for other line items. Moreover, the problem that OPC is attempting to solve—the anticipated growth of large load customers after rates from this case go into effect—is addressed by the Earnings Review and Sharing ("ERS") Mechanism in the LLPS Stipulation.

17. The $60 million adjustment strikes the appropriate balance by recognizing substantial, demonstrable benefits from LLPS customers today without embedding speculative or unbalanced assumptions into the revenue requirement. The adjustment immediately reduces the amount that must otherwise be recovered from existing customers, even though no LLPS customer was included in the test year and no new generation or transmission investment attributable to the LLPS customer is reflected in the revenue requirement in this case.

IV. The Stipulated Earnings Review and Sharing Mechanism is a Reasonable Protection Against Future Excess Earnings.

18. The ERS Mechanism established by the LLPS Stipulation represents a reasonable, balanced approach to protecting existing customers while preserving Evergy's incentive to attract and serve new large loads. As Google explained in its Initial Brief, this is a transitional rate case in which no LLPS customers were included in the historical test year, and significant additional LLPS revenue growth is expected after rates become effective.[36] The ERS Mechanism addresses that circumstance through two objective conditions: (1) Evergy's actual earned return on equity

[35] OPC Initial Brief, at pp. 20–21; Ex. 208, Nelson Direct Testimony, at pp. 23–25; Tr. Vol. 7, p. 177, ln. 25–p. 178, ln. 13; Q0293_HC_CONFIDENTIAL LLPS Forecast.xlsx, cells Y70:Y81.

[36] Google Initial Brief, at pp. 12–13.

("ROE") must exceed its authorized ROE by more than 20 basis points, and (2) actual LLPS base-rate revenues must exceed the LLPS revenues reflected in the revenue requirement established in this case. If both conditions are satisfied, 65% of the qualifying excess earnings, after the applicable tax gross-up, will be deferred as a regulatory liability for the benefit of retail customers, with 15 percentage points of the total excess earnings designated for low-income customers.[37]

19. The ERS Mechanism established by the LLPS Stipulation supplements the $60 million LLPS revenue adjustment already reducing the revenue requirement in this case. It therefore provides existing customers both an immediate benefit from known LLPS revenues and an opportunity to share in additional earnings associated with future LLPS growth, without relying on speculative assumptions about future load development.

20. Staff advocates for essentially the same framework as the ERS Mechanism reflected in the LLPS Stipulation: two-trigger approach involving LLPS revenue growth and companywide earned ROE, and a 65% customer-sharing percentage.[38] However, Staff takes issue with the 20-basis-point retention allowance proposed in the LLPS Stipulation.[39] The modest deadband appropriately recognizes that an authorized ROE represents an opportunity to earn a reasonable return, not a guaranteed level of earnings, while preserving an incentive for Evergy to pursue load growth that will ultimately benefit all customers. As Evergy explained, the deadband also avoids undue differences in incentives between its Missouri and Kansas jurisdictions.[40]

21. OPC's primary position is that the Commission should adopt its $117 million LLPS revenue adjustment, in which case an earnings sharing mechanism would not be required.[41]

[37] LLPS Stipulation, Ex. D, ¶ (c).
[38] Staff Initial Brief, at p. 126.
[39] *Id*. at pp. 126, 129–31.
[40] Evergy Initial Brief, at pp. 59–61; Tr. Vol. 12, p. 77, ln. 19–p. 78, ln. 6 (Ives).
[41] OPC Initial Brief, at pp. 71–72.

Alternatively, OPC proposes limiting any earnings sharing mechanism to LLPS revenues, directing benefits exclusively to other rate classes, and reducing the applicable deadband to 10 basis points.[42] These approaches disregard the fundamental principle that utility earnings must be evaluated in the context of the Company's overall financial performance, including changes in operating expenses, capital investment, depreciation, taxes, and other costs associated with serving new load.

22. MECG's proposed two-way LLPS revenue tracker is similarly flawed because it attempts to isolate LLPS-related net revenues from the Company's overall earnings. MECG argues that its proposal is simpler because it would track changes in LLPS revenues and offset only those costs MECG considers directly incremental to LLPS service.[43] However, determining costs directly incremental to LLPS service is not simple when system investments are shared and would invite disputes every year.[44] Additionally, as Evergy explained, MECG's proposal could require revenues to be returned to customers even when Evergy earns less than its authorized ROE,[45] and the two-way nature of the tracker also creates the potential for customer responsibility when LLPS revenues fall short of the established baseline.

23. The ERS Mechanism in the LLPS Stipulation avoids these shortcomings by measuring actual companywide earnings, ensuring that LLPS revenues exceed the amount already reflected in rates before sharing occurs, and allowing customers to receive the majority of qualifying excess earnings. It thus achieves the customer protections sought by Staff, OPC, and MECG without adopting their proposals' disproportionate treatment of revenues, expenses, and

[42] *Id*.
[43] MECG Initial Brief, at pp. 6–7.
[44] Ex. 23, Gunn Surrebuttal Testimony, at p. 5, ln. 16–p. 6, ln. 2.
[45] Evergy Initial Brief, at pp. 61–62.

investment. The Commission should approve the ERS Mechanism as an integral component of the LLPS Stipulation.

V. OPC has not Demonstrated that all Mullin Creek #2 Costs Should be Assigned Exclusively to LLPS Customers.

24. Mullin Creek #2 is a 440-MW simple-cycle natural-gas turbine generating facility under construction in Nodaway County, about 94 miles northwest of Kansas City. It is currently under review in a pending Certificate of Convenience and Necessity ("CCN") proceeding.[46] As Evergy explains in that proceeding, "[t]he [p]roject is a key part of Evergy's plans to achieve the preferred solution to meet the energy and reliability needs of the Company's customers over the twenty-year planning horizon of its Integrated Resource Plan."[47]

25. Before reaching the question of how to allocate the construction work in progress ("CWIP") expense associated with Mullin Creek #2, the Commission must first determine if such CWIP is recoverable in this case. Google does not take a position on this threshold issue. However, if the Commission permits recovery of CWIP associated with Mullin Creek #2 in this case, it should be allocated using the established A&E 4-CP Methodology. The Commission should reject OPC's recommendation that all CWIP associated with Mullin Creek #2 be allocated to LLPS customers.[48]

26. OPC's recommendation is contrary to the evidence that Mullin Creek #2 is a system-wide asset.[49] OPC does not provide any evidence that the need for Mullin Creek #2 is

[46] *See generally* Application of Evergy Missouri Metro for a Certificate of Convenience and Necessity, Case No. EA-2026-0154 (May 14, 2026).

[47] *Id*. ¶ 14; *see also* Ex. 453, Berry Surrebuttal Testimony, at p. 13, ln. 18–21.

[48] Ex. 202, Marke Direct Testimony (Rate Design), at p. 42, ln. 14–16.

[49] Ex. 23, Gunn Surrebuttal Testimony, at p. 22, ln. 11–16 (citing to Evergy's CCN Application and supporting testimony for Mullin Creek #2 in File No. EA-2026-0154).

driven by large load customers.[50] OPC witness, Dr. Geoff Marke, provides no evidence with respect to the need for Mullin Creek #2, and OPC witness Ron Nelson refers only generally to Evergy's 2026 Annual Update to its Integrated Resource Plan, but does not specifically address Mullin Creek #2.[51] Accordingly, there is no evidence supporting a direct assignment of CWIP to LLPS customers.

27. Conversely, Evergy's testimony establishes that the need for Mullin Creek #2 is driven by multiple factors, including organic load growth, increasing Southwest Power Pool ("SPP") planning reserve margin requirements, and other resource adequacy obligations.[52]

28. Rather than presenting evidence regarding the needs served by Mullin Creek #2, OPC's Initial Brief merely quotes the Ratepayer Protection Pledge and Section 393.130.7 RSMo. (codifying Senate Bill 4).[53] Reference to these documents do not support OPC's position on Mullin Creek #2. Section 393.130.7 requires that large load customers' rates reflect their *representative share* of the costs incurred to serve them and protect other classes against unjust or unreasonable costs arising from that service. It does not require that every new generating resource be assigned exclusively to LLPS customers, regardless of the resource's broader system benefits. Indeed, assigning 100% of the costs of a shared resource to one customer class would itself depart from the cost-causation principles OPC invokes. Likewise, the Ratepayer Protection Pledge's

[50] Ex. 453, Berry Surrebuttal Testimony, at p. 14, ln. 6–11.

[51] *Id.* at p. 14, ln. 11–17 (referencing Ex. 202, Marke Direct Testimony (Rate Design), and Ex. 208, Nelson Direct Testimony (Rate Design), at p. 20, ln. 11–13). Mr. Nelson does not address Mullin Creek #2 at all in his Surrebuttal Testimony and Dr. Marke only repeats his position, with no evidence regarding the need for Mullin Creek #2. *See* Ex. 204, Marke Surrebuttal Testimony, at p. 7, ln. 2–9.

[52] Ex. 22, Gunn Rebuttal Testimony, at pp. 22–23; *see also* Tr. Vol. 9, p. 99, ln. 21–p. 100, ln. 19 (Gunn).

[53] OPC Initial Brief, at pp. 68–70.

commitment to protecting existing customers from costs attributable to data centers does not establish that Mullin Creek #2 is attributable exclusively to data centers.

29. Accordingly, if the Commission permits recovery of CWIP associated with Mullin Creek #2 in this case, it should be allocated using the established A&E 4-CP Methodology.

VI. OPC's Proposed Probability of Dispatch Methodology Fails to Account for Capacity Related Cost Causation and Risks Distorting Future LLPS Cost Allocations.

30. OPC's proposed Probability of Dispatch ("POD") methodology also raises significant concerns regarding the allocation of generation and transmission costs among customer classes. As reflected in OPC's Initial Brief, its POD methodology would increase the allocation to the Large Power Service ("LPS") class from 12.9% to 19.3% and to the Large General Service ("LGS") class from 18.6% to 23.9%, while reducing the residential allocation from 46.3% to 34.5%.[54] Although the allocation methodology would not immediately impact LLPS customers because there is no LLPS load in the test year, these substantial rate shifts would materialize in future cost-of-service studies.

31. More fundamentally, OPC's methodology fails to adequately reflect the costs that actually drive generation and transmission investment. As Google witness Dr. Berry explained, generation and transmission facilities are constructed to meet peak demand and capacity requirements, not simply to supply energy during the hours in which generating resources are dispatched.[55] Although energy-related factors contribute to certain costs, Evergy's existing A&E 4-CP methodology already accounts for both energy and capacity-related cost drivers.[56]

[54] *Id.* at p. 52, tbl. 1.
[55] Ex. 452, Berry Rebuttal Testimony, at p. 12, ln. 17–19.
[56] *Id.* at p. 13, ln. 5–8.

32. By contrast, OPC's POD methodology relies exclusively on hourly energy usage and fails to capture what Dr. Berry identified as the most significant driver of generation costs: capacity needs.[57] Evaluating all 8,760 hours of the year does not cure this deficiency because it dilutes the critical peak-demand signals that drive capacity investment and resource-adequacy planning.[58] Dr. Berry further testified that OPC provided no meaningful support for applying POD to transmission costs.[59] Accordingly, the Commission should reject OPC's proposed POD methodology and retain the established A&E 4-CP methodology, which more appropriately reflects the capacity and energy requirements underlying generation and transmission cost causation.

VII. Conclusion & Requested Relief

33. WHEREFORE, Google LLC respectfully requests the Commission approve the LLPS Stipulation in its entirety. Approval of the LLPS Stipulation will promote regulatory certainty, advance the public interest, and facilitate continued investment in the state. Google remains committed to working collaboratively with all stakeholders and the Commission to address the integration of large loads into Evergy's system and to ensure Missouri is well-positioned among states competing for data center and AI investment, while benefiting existing electric consumers and the public interest.

Respectfully submitted,

POLSINELLI PC

By: /s/ Andrew O. Schulte

[57] *Id.* at p. 13, ln. 9–17.
[58] *Id.* at p. 13, ln. 18–23; p. 14, ln. 1–3.
[59] *Id.* at p. 13, ln. 14–17.

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon the parties listed on the official service list by email, this 18th day of November 2026.

/s/ Andrew O. Schulte
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