

Exhibit No. 103

Exhibit No.:
Issue(s): *Special High Load
Factor Market Rate
Tariff*
Witness: *Robin Kliethermes*
Sponsoring Party: *MoPSC Staff*
Type of Exhibit: *Surrebuttal/Cross-
Surrebuttal Testimony*
Case No.: *EO-2022-0061*
Date Testimony Prepared: *January 14, 2022*

MISSOURI PUBLIC SERVICE COMMISSION

INDUSTRY ANALYSIS DIVISION

TARIFF AND RATE DESIGN DEPARTMENT

SURREBUTTAL/CROSS-SURREBUTTAL TESTIMONY

OF

ROBIN KLIETHERMES

**EVERGY MISSOURI WEST, INC.,
d/b/a Evergy Missouri West**

CASE NO. EO-2022-0061

*Jefferson City, Missouri
January 2022*

1 **SURREBUTTAL/CROSS-SURREBUTTAL TESTIMONY**

2 **OF**

3 **ROBIN KLIETHERMES**

4 **EVERGY MISSOURI WEST, INC.,**
5 **d/b/a Evergy Missouri West**

6
7 **CASE NO. EO-2022-0061**

8 Q. Please state your name and business address.

9 A. Robin Kliethermes, 200 Madison Street, Jefferson City, MO 65101.

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

11 A. I am employed by the Missouri Public Service Commission (“Commission”) as
12 the Regulatory Compliance Manager of the Tariff and Rate Design Department of the
13 Industry Analysis Division.

14 Q. Are you the same Robin Kliethermes that filed rebuttal testimony in this case?

15 A. Yes.

16 Q. What is the purpose of this testimony?

17 A. The purpose of this testimony is to respond to Office of the Public
18 Counsel (“OPC”) witness Geoff Marke, PhD, regarding OPC’s proposed changes to
19 Evergy’s requested Special High Load Factor Market Rate (Schedule MKT) tariff.

20 Q. What are OPC’s proposed changes?

21 A. Schedule GM-7 attached to OPC witness Marke’s rebuttal testimony reflects
22 OPC’s suggested changes.

23 Q. Does Staff have any concerns with OPC witness Marke’s Schedule GM-7?

24 A. Staff generally agrees with OPC witness Marke, with the exception that
25 Schedule GM-7 does not take into consideration recommendations and concerns addressed in
26 the rebuttal testimonies of Staff witnesses Robin Kliethermes and Brad J. Fortson.

Surrebuttal/Cross-Surrebuttal Testimony of
Robin Kliethermes

1 Q. Has Staff developed a red-line tariff to incorporate Staff's concerns and
2 recommendations?

3 A. Yes. Schedule RK-s1 attached to this testimony reflects Staff's red-line changes
4 to OPC witness Marke's draft tariff.

5 Q. Are these red-line changes consistent with Staff's comments in its
6 rebuttal testimony?

7 A. Yes. The red-line changes are in line with comments that I addressed in my
8 rebuttal testimony. The red-line change regarding the Fuel Adjustment Clause are in line with
9 comments mentioned in Staff Witness Brad J. Fortson's rebuttal testimony.

10 Q. Did Evergy Missouri West file a general rate proceeding on January 7, 2022?

11 A. Yes.

12 Q. Did Evergy Missouri West file the Special High-Load Factor Market Rate tariff
13 in its general rate case, Case No. ER-2022-0130?

14 A. Yes. The same tariff filed by the Company in this case (Case No.
15 EO-2022-0061) was also filed in the Company's general rate case (Case No. ER-2022-0130)
16 filed on January 7, 2021.

17 Q. Is the Company's general rate case the more appropriate case in which to request
18 approval of the Company's proposed Schedule MKT?

19 A. Yes.

20 Q. Does this conclude your rebuttal testimony?

21 A. Yes.

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of the Application of Evergy)
Missouri West, Inc. d/b/a Evergy Missouri) Case No. EO-2022-0061
West for Approval of a Wholesale Energy)
Market Rate for a Data Center Facility in)
Kansas City, Missouri)

AFFIDAVIT OF ROBIN KLIETHERMES

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

COMES NOW ROBIN KLIETHERMES and on her oath declares that she is of sound mind and lawful age; that she contributed to the foregoing *Surrebuttal/Cross-Surrebuttal Testimony of Robin Kliethermes*; and that the same is true and correct according to her best knowledge and belief.

Further the Affiant sayeth not.

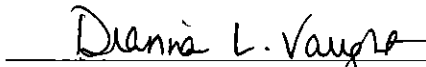


ROBIN KLIETHERMES

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 14th day of January, 2022.

DIANNA L. VAUGHT
Notary Public - Notary Seal
State of Missouri
Commissioned for Cole County
My Commission Expires: July 18, 2023
Commission Number: 15207377



Notary Public

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

P.S.C. MO. No. 1 Original Sheet No. _____

Canceling P.S.C. MO. No. _____ Sheet No. _____

For Missouri Retail Service Area

**Special High-Load Factor Market Rate
Schedule MKT**

PURPOSE

This rate schedule is designed to provide certain Non-Residential Customers access to energy pricing as set by the Southwest Power Pool Integrated Marketplace.

AVAILABILITY

This special rate is available to Non-Residential customers for service to accounts originating after March 31, 2022, at a single location who:

- Operates a facility at the location with a load equal to or in excess of a monthly demand of one hundred thousand kilowatts or is reasonably projected to be at least one hundred and fifty thousand kilowatts within five (5) years of the new customer first receiving service from Company;
- Is able to demonstrate and maintain an annual load factor of 0.85 or greater at the service location; ~~and~~
- ~~The primary business activity at the service location is consistent with North American Industry Classification System Code 518210 (Data Processing, Hosting, and Related Services) or Code 541511 (Custom Computer Programming Services)~~

Service is available under this schedule to the following types of customers based on voltage level:

~~Substation voltage customer - Service is taken directly out of a distribution substation at primary voltage. The customer will own the feeder circuits out of this substation.~~

Transmission voltage customer - The customer owns, leases, or otherwise bears financial responsibility for the distribution substation. Service is taken off of the Company's transmission system.

This rate is not available for standby, breakdown, supplementary, maintenance or resale service except as noted below. Sub-metering or the reselling of electricity is prohibited.

Service under this tariff may not be combined with service under an Economic Development Rider, an Economic Redevelopment Rider, the Renewable Energy Rider, the Solar Subscription Rider, service as a Special Contract, or be eligible for participation in programs offered pursuant to the Missouri Energy Efficiency Investment Act, or for participation in programs related to demand response or off-peak discounts, unless otherwise ordered by the Commission when approving a contract for service under this tariff.

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AVAILABILITY (continued)

Availability of service under this tariff may be limited by the Company due to constraints with, or protection for, Company generation resources or the transmission grid and overall system. The Company will fully evaluate each Customer's operation and the expected impacts to the Company and remaining retail customers. Participation in this rate will not be

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Need to define SPP charge types.

RATES & CONDITIONS

1. RATE FOR ENERGY SERVICE

An Energy Charge will be assessed based on the number of kilowatt-hours consumed in any given hour multiplied the appropriate cost to purchase energy from the Southwest Power Pool (SPP) for that hour. The Company will specify the load node to be used in the Special High-Load Factor Market Rate Contract described below and that SPP node will be used to price the hourly energy and all applicable SPP charges.

2. RATE FOR CAPACITY SERVICE

The Company will use good utility practice to identify lowest cost capacity options available at the time each customer requests service under this schedule. The approach to identify these options may include, but is not limited to, pricing for construction of physical resources to serve capacity or a distinct, request for proposal for firm capacity offered in the SPP market. Customer shall bear all costs incurred to acquire and maintain capacity necessary to meet SPP resource adequacy requirements that may result from Customer's addition to the Company's system. The rate for capacity shall be inclusive of all capacity-based costs, recovery of any infrastructure investment made to meet capacity, or Customer contributions. The rate and all elements included in the rate will be individually specified in the Special High-Load Factor Market Rate Contract described below.

3. PRICING FOR ALL OTHER SERVICE

Pricing for Customer Charges and any other applicable charges applicable under this rate schedule are defined within the Special High-Load Factor Market Rate Contract described below and shall include all applicable minimum demand and facilities charges.

4. CONTRACT DOCUMENTATION

At least 690 days prior to the effective date of the Special High-Load Factor Market Rate Contract, the Company will file the individual Special High-Load Factor Market Rate Contract with the Commission for approval. Customer will not be eligible to take service under this rate until the Commission approves the individual Special High-Load Factor Market Rate Contract. If the Commission does not approve the individual Special High-Load Factor Market Rate Contract, Customer shall may service under another rate schedule for which they qualify.

- 1. Customer Needs: Company shall provide a narrative description of the reasons why the Special High-Load Factor Market Rate is necessary for this Customer.
- 2. Customer Alternatives: Company shall describe competitive alternatives available to the Customer.
- 3. Incremental Costs: Company shall quantify the expected incremental cost associated with the Special High-Load Factor Market Rate Contract Customer.

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For Missouri Retail Service Area

**Special High-Load Factor Market Rate
Schedule MKT**

4. Profitability: Company shall quantify the expected profitability of the Special High-Load Factor Market Rate Contract as the difference between the revenues expected to be generated from the pricing provisions in the Special High-Load Factor Market Rate Contract compared to Company's expected incremental costs. All significant assumptions shall be identified that affect this quantification.

5. Other Ratepayer Benefits: Company shall quantify the benefits that it believes will accrue to other ratepayers from the Special High-Load Factor Market Rate Contract. All significant assumptions shall be identified that affect this quantification.

TERM

The minimum term may vary for each customer served under this rate schedule but in no instance, should the term be more than five (5) years. Regardless of the term length, each contract made pursuant to this rate shall terminate thirty (30) days after the Commission approves a change in the Company's general rates for electrical service unless a new Market Rate Contract for the relevant customer is submitted to the Commission under a ~~9~~60-day tariff review filing during that time, in which case, the existing Market Rate Contract shall terminate when the new Market Rate Contract is either approved or denied by the Commission. Any Customer taking service under this rate may file a new Market Rate Contract with the Commission under a ~~9~~60-day tariff review filing at any time during the pendency of an existing Market Rate Contract. Customers taking service under this rate schedule must provide written notice sixty (60) days before switching to any other Company rate schedule. If a Customer elects to leave this rate schedule they will not be allowed to resume service under this schedule for a period of one year.

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ADDITIONAL PROVISIONS AND TERMS

1. The Special High-Load Factor Market Rate will be determined for each Customer based on expected loads planned to serve the Customer. Details about the rate including all terms and conditions related to the Special High-Load Factor Market Rate and all assumptions, inputs, and calculations used to determine that rate will be filed with the Commission and documented through a Special High-Load Factor Market Rate Contract.
2. Billings under this rate will be managed to follow SPP settlement timing and may vary from other retail billing schedules identified in the Company Rules & Regulations.
3. Customers who fail to maintain the Availability provisions of this rate schedule will have sixty (60) day from the day the Company provides notice of the failure to rectify the failure. In the event that the failure is not rectified after sixty (60) days, the Customer will be immediately moved to another rate schedule for which they qualify.
4. The Special High-Load Factor Market Rate will be designed to recover no less than the incremental cost to serve the Customer over the term of the Special High-Load Factor Market Rate Contract. Non-participating customers shall be held harmless from any deficit in revenues provided by any customer served under this tariff.
5. All Special High-Load Factor Market Rate Contracts executed under this tariff will include the following provisions:
 - a. Special Rate – details about the structure and rate to be paid by the Customer.
 - b. Agreement Term – clear identification of the dates associated with the Special Rate, particularly the start date for contract term.
 - c. Confidentiality – terms to establish protections needed to protect data under competitive conditions.
 - d. Operational Parameters – details about the expected operation of the facility to be served.
- 3.6. The Company will make provisions to uniquely identify the costs and revenues for each respective Special High-Load Factor Market Rate Contract within its books and records. This information will be available to support periodic reporting as ordered by the Commission. At the time of a general rate proceeding the portion of the Company's revenue requirement associated with the incremental costs to serve the Customer shall be assigned to the Customer. The Customer's rate revenues shall be reflected in Company's net revenue requirement. If the Customer's rate revenues do not exceed the incremental cost to serve the Customer as reflected in the revenue requirement calculation, the Company shall make an additional revenue adjustment covering the shortfall to the revenue requirement calculation through the true-up period, to ensure that non-Schedule MKT customers will be held harmless from such effects from the service under Schedule MKT. In no event shall any revenue deficiency (that is, a greater amount of the Customer's incremental costs compared to the Customer's revenues) be reflected in the Company's cost of service in each general rate proceeding for the duration of service to the Customer(s) during the terms of the contract between Company and Customer served under this tariff.
7. Service under this tariff shall be excluded from projected energy calculations used to establish charges under Rider FAC. The Company will remove all costs of service under this tariff from the FAC charge recovered from all customers, and the Company will track those costs and identify those costs separately from other costs specifically identified in the FAC monthly reports submitted to the Commission. ~~Customer may exercise the opt-out provisions contained in Section 393.1075.7, RSMo.1075.7, RSMo. to avoid being subject to Demand Side Investment Mechanism Rider charges.~~ Customer will be subject to any other charge or surcharge including without limitation, any charge related to the securitization of Company assets and Rider RESRAM.

REGULATIONS

Subject to Rules and Regulations filed with the State Regulatory Commission.

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For Missouri Retail Service Area

**Special High-Load Factor Market Rate
Schedule MKT**

SPECIAL HIGH-LOAD FACTOR MARKET RATE CONTRACTS

Start Date	Name of Customer	Service Address

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