

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

In the Matter of the Fourth Prudence)
Review of Costs Subject to the)
Commission-Approved Fuel Adjustment) **File No. EO-2022-0064**
Clause for Evergy Metro, Inc. d/b/a Evergy)
Missouri Metro)

In the Matter of the Tenth Prudence)
Review of Costs Subject to the)
Commission-Approved Fuel Adjustment) **File No. EO-2022-0065**
Clause of Evergy Missouri West, Inc. d/b/a)
Evergy Missouri West)

NON-UNANIMOUS STIPULATION AND AGREEMENT

COME NOW, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“Evergy Missouri Metro”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West”) (collectively “Evergy” or the “Company”) and the Staff of the Missouri Public Service Commission (“Staff”) (collectively, “Signatories”) by and through their respective counsel, and for their *Non-Unanimous Stipulation and Agreement* (“Stipulation”), respectfully state as follows to the Missouri Public Service Commission (“Commission”):

AGREEMENTS

1. These prudence reviews examined Evergy Missouri Metro’s and Evergy Missouri West’s Missouri Fuel Adjustment Clause (“FAC”).
2. As a result of negotiations, the Signatories agree that Staff’s prudence review should be closed and agree to the following:
3. The Company agrees, with no admission of imprudence, to settle the case for a one-time FAC adjustment in next FAC filing of \$703,825.30 for Evergy Missouri Metro and \$48,796.34 for Evergy Missouri West. These amounts are based on an assumed 2017 vintage

expired REC price of \$0.61 and 2017 vintage RECs of 1,153,813 for Evergy Missouri Metro and 79,994 for Evergy Missouri West

4. Any future sales of the 2017 RECs identified in this Stipulation would not flow through the FAC unless and until sales amounts exceed the amounts provided for in this settlement. Any amount received from market sales over the amounts provided for in this settlement would be flowed through the FAC

5. The Company agrees to withdraw its request for a “Green Pricing Tariff” in File Nos. ER-2022-0129,0130. The withdrawal will be made following the date the Commission’s order approving this Stipulation becomes effective.

6. The Company’s current REC sales procedure implemented in 2022 will be included in the next Evergy Missouri Metro and Evergy Missouri West Fuel Adjustment Rate (FAR) filings. The Company agrees to describe any changes to the procedure in future FAR filings.

7. Counsel for the Office of the Public Counsel (“OPC”) has indicated that OPC does not oppose this Stipulation.

GENERAL PROVISIONS

8. This Stipulation is being entered into solely for the purpose of settling the issues/adjustments in this case explicitly set forth above. This Stipulation is intended to relate *only* to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. Unless otherwise explicitly provided herein, none of the Signatories to this Stipulation shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, method of cost determination or cost allocation or revenue-related methodology.

9. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same.

10. This Stipulation has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

11. This Stipulation embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein, and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

12. If approved and adopted by the Commission, this Stipulation shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Stipulation and the operation of this Stipulation according to its terms.

13. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Stipulation nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2) the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been

offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

14. If the Commission accepts the specific terms of this Stipulation without condition or modification, only as to the issues in these cases explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §386.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Stipulation.

15. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

16. This Stipulation does not constitute a contract with the Commission and does not impugn upon any Commission claim, right, or argument by virtue of the Stipulation's approval. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this Stipulation impugns or restricts in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

WHEREFORE, the Signatories respectfully request the Commission to issue an order in this case approving the Stipulation subject to the specific terms and conditions contained therein.

Respectfully submitted,

/s/ Roger W. Steiner

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**ATTORNEY FOR THE STAFF OF THE
MISSOURI PUBLIC SERVICE
COMMISSION**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 25th day of July 2022.

/s/ Roger W. Steiner

Roger W. Steiner