

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

In the Matter of the Ninth Prudence Review of Costs)
Subject to the Commission-Approved Fuel Adjustment) File No. EO-2020-0262
Clause of Evergy Missouri West Inc., d/b/a Evergy)
Missouri West)

In the Matter of the Third Prudence Review of Costs)
Subject to the Commission-Approved Fuel Adjustment) File No. EO-2020-0263
Clause of Evergy Metro, Inc., d/b/a Evergy Missouri)
Metro)

UNANIMOUS PARTIAL 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 referred to as “Evergy” or the “Company”), Staff (“Staff”) for the Missouri Public Service Commission (“Commission”), the Office of the Public Counsel (“OPC”), and Sierra Club (“Sierra Club”) (collectively the “Signatories”), by and through their counsel, and for this Unanimous Partial Stipulation and Agreement (“Stipulation”), respectfully state as follows to the Commission:

BACKGROUND

1. This docket was established pursuant to the provisions of 20 CSR 4240-20.090(11)(B) so Staff for the Commission could conduct a prudence review of the costs and revenues associated with the Company’s Fuel Adjustment Clause (“FAC”).

2. On December 18, 2020, Evergy filed a *Partial Stipulation and Agreement* (“Partial Stipulation”) between Evergy, Staff, and OPC in this docket.

3. Parties to this docket have continued to engage in settlement discussions. As a result of said settlement discussions, the Signatories have negotiated and authorized the filing of

this Stipulation, and the Signatories request that the Commission approve it to resolve all issues raised by the Sierra Club in this proceeding, as detailed below.

4. The negotiation of this Stipulation as a resolution of these issues does not constitute a waiver, dismissal, or admission by any party to this agreement as to any claim that the costs involved were either prudently or imprudently incurred or included in the FAC of either Evergy Missouri Metro or Evergy Missouri West.

AGREEMENTS

5. Pursuant to the Commission's approval of this Stipulation: For generating unit self-commit decisions based on economic reasons, the Company agrees to generate a contemporaneous net margin analysis of each decision and will retain that analysis until the next FAC prudence review docket is closed. The Company also agrees to retain and provide the data underlying each net margin analysis, identified in 5(a) and 5(b), below. The Company agrees to provide the complete set of net margin analyses and underlying data upon receipt of a data request. For generating unit self-commit decisions that are driven by environmental or engineering reasons, the Company does not conduct a net margin analysis but will retain a record of the applicable environmental or engineering reason for the operation of the unit until the next FAC prudence review docket is closed. The net margin analysis will consist of the following:

- a. For self-commit decisions made on a day-ahead ("DA") basis, the sum of unit start-up costs, if applicable, and the net margin of every hour of the unit's minimum run time, with each hour calculated as:

$$[\text{DA locational marginal price ("LMP")} \times \text{DA megawatts ("MW")}] - [\text{DA unit cost per MW} \times \text{DA MW}]$$

- b. For self-commit decisions made on a real-time (“RT”) basis, the sum of unit start-up costs, if applicable, and the net margin of every hour of the unit’s minimum run time, with each hour calculated as:

$$[\text{RT LMP} \times \text{RT MW}] - [\text{RT unit cost per MW} \times \text{RT MW}]$$

GENERAL PROVISIONS

6. Contingent upon Commission approval of this Stipulation without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the testimony of their witnesses, and the witnesses of the parties who do not oppose this Stipulation, on the issues that are resolved by this Stipulation.

7. This Stipulation is being entered into solely for the purpose of settling the issues in this case explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories of 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.

8. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories of 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. No Signatory shall assert the terms of this agreement as a precedent in any future proceeding.

9. 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.

10. 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 or authorized in writing by all of the Signatories.

11. 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.

12. 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.

13. 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 §536.500, 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.

WHEREFORE, the Signatories respectfully request the Commission 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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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, emailed or mailed, postage prepaid, to counsel for all parties this 15th day of January 2021.

/s/ Roger W. Steiner

Roger W. Steiner