

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 12<sup>th</sup> day of July, 2023.

In the Matter of the Application of Jennifer )  
Dutcher for Change of Electric Supplier to )  
Platte-Clay Electric Cooperative, Inc. from ) **File No. EO-2022-0320**  
Evergy Missouri, Inc. d/b/a Evergy )  
Missouri West )

**ORDER APPROVING STIPULATION AND AGREEMENT**

Issue Date: July 12, 2023

Effective Date: July 22, 2023

On May 18, 2022, Jennifer Dutcher filed an application with the Missouri Public Service Commission requesting to change her electric supplier from Evergy Missouri West, Inc. d/b/a Evergy Missouri West to Platte-Clay Electric Cooperative, Inc. (Platte-Clay). Because they are necessary parties, Evergy Missouri West and Platte-Clay were joined as parties.

Evergy Missouri West and Platte-Clay filed their responses to the application, and the Staff of the Commission (Staff) filed its *Recommendation to Approve Change of Supplier* with an attached Memorandum. The Commission subsequently set a procedural schedule to resolve Ms. Dutcher's application via evidentiary hearing.

In sum, Ms. Dutcher's request centered around reliability issues. Staff's Memorandum stated that electric service to the subject property was initiated in 1994 by Platte-Clay and a predecessor of Evergy Missouri West. Staff explained that the primary

circuit, routed along the road fronting the property, is owned by Platte-Clay. Evergy Missouri West owns the overhead fuse and all equipment after it. Thus in any outage, Ms. Dutcher must contact both companies.

On March 3, 2023, Staff, on behalf of all parties and due to ongoing settlement negotiations, filed its *Motion to Suspend Procedural Schedule*, which was granted.

On June 28, 2023, signatories Evergy Missouri West, Ms. Dutcher, Staff, and Platte-Clay (Signatories) filed a Stipulation and Agreement (Agreement). The Office of the Public Counsel was not a signatory, but the Agreement indicated it had no objection. Commission Rule 20 CSR 4240-2.115(2) allows 7 days for parties to object to a nonunanimous stipulation and agreement. If no objections were filed, the Commission may treat the stipulation and agreement as unanimous. No responses or objections to the Agreement were filed, thus the Commission will treat it as unanimous.

The Agreement sets forth that Platte-Clay should be the sole provider of electric service at the subject property. Platte-Clay also agreed to pay for a meter base belonging to Evergy Missouri West.

Section 393.106.2, RSMo (Supp. 2022), gives the Commission authority to order a change of supplier on the basis that it is in the public interest for a reason other than a rate differential. The Commission has reviewed Ms. Dutcher's application, Evergy Missouri West's response, Platte-Clay's response, Staff's Recommendation and Memorandum, and the Agreement. The Commission finds that the request to change electric supplier is in the public interest for a reason other than a rate differential, and finds that the request complies with all applicable statutes and regulations. The

Commission will approve the change of supplier. Thus, the Commission will approve the Agreement and will order the Signatories to comply with its terms.

In order to expedite the change of service, the Commission finds it reasonable to make this order effective in less than 30 days.

**THE COMMISSION ORDERS THAT:**

1. The Agreement, attached to this order, is approved. The signatories of the Agreement shall comply with its terms.
2. This order shall become effective on July 22, 2023.
3. This file shall close on July 23, 2023.



**BY THE COMMISSION**

A handwritten signature in black ink that reads "Nancy Dippell".

Nancy Dippell  
Secretary

Rupp, Chm., Coleman, Holsman, Kolkmeyer  
and Hahn CC., concur.

Hatcher, Senior Regulatory Law Judge

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

In the Matter of the Application of Jennifer     )  
Dutcher for Change of Electric Supplier to     )  
Platte-Clay Electric Cooperative, Inc. from     )     File No. EO-2022-0320  
Evergy Missouri, Inc. d/b/a Evergy Missouri     )  
West     )

**STIPULATION AND AGREEMENT**

**COMES NOW** Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW,” “Evergy,” or the “Company”), the Staff (“Staff”) of the Missouri Public Service Commission (“Commission”), Jennifer Dutcher (“Applicant”), and Platte-Clay Electric Cooperative, Inc. (“Platte-Clay”), (individually “Signatory” and collectively “Signatories”) and respectfully state to the Commission:

The Signatories have reached a Stipulation and Agreement (“Agreement”) as described below.

**BACKGROUND**

1. On May 18, 2022, Applicant filed an *Application for Change of Electric Service Provider* (“Application”) with the Commission, requesting a change from EMW to Platte-Clay for the structure located at 13400 N. Congress Ave., Kansas City, MO 64163 (the “Property”).

2. On October 31, 2022, the Commission Staff filed its Staff Recommendation which recommended that the Commission approve Ms. Dutcher’s application.

**AGREEMENTS**

3. The Signatories agree that Platte-Clay should be the sole provider of electric service at the structure located at the Property.

4. Platte-Clay agrees to pay Evergy Missouri West, Four Hundred and thirty-nine Dollars and 27/100 cents (\$439.27) for Evergy Missouri West's meter base used to serve the Applicant .

5. The Signatories agree that the Commission should close this docket following approval of this Agreement.

6. The Office of the Public Counsel ("OPC") does not oppose this Agreement.

### **GENERAL PROVISIONS**

7. This Agreement 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 to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Agreement in this or any other proceeding, regardless of whether this Agreement is approved.

8. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (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 Agreement, or in any way condition its approval of same.

9. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement

shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

10. This Agreement 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.

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

12. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Agreement 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 Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement 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 Agreement without condition or modification, only as to the issues in these cases that are settled by this Agreement 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 Agreement 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 Agreement.

**WHEREFORE**, the undersigned Signatories respectfully request the Commission to issue an order approving the Stipulation And Agreement subject to the specific terms and conditions contained therein.

Respectfully submitted,

<p><u><i>/s/ Kevin A. Thompson</i></u> Kevin Thompson Legal Counsel Missouri Bar No. 36288 Attorney for the Staff of the Missouri Public Service Commission P. O. Box 360 Jefferson City, MO 65102 (573) 751-6514 (Telephone) (573) 751-9285 (Fax) <a href="mailto:kevin.thompson@psc.mo.gov">kevin.thompson@psc.mo.gov</a></p> <p><b>ATTORNEY FOR THE STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION</b></p> <p><u><i>/s/ Jennifer Dutcher</i></u> Jennifer Dutcher 13400 N. Congress Avenue Kansas City, MO 64163 (580) 917-3563</p> <p><b>APPLICANT</b></p>	<p><u><i>/s/ Roger W. Steiner</i></u> Roger W. Steiner, MBN 39586 Phone: (816) 556-2314 E-mail: <a href="mailto:roger.steiner@evergy.com">roger.steiner@evergy.com</a> Evergy, Inc. 1200 Main – 16<sup>th</sup> Floor Kansas City, Missouri 64105</p> <p>James M. Fischer, MBN 27543 Fischer &amp; Dority, P.C. Phone : (573) 353-8647 Email : <a href="mailto:jfischerpc@aol.com">jfischerpc@aol.com</a> 101 Madison—Suite 400 Jefferson City, Missouri 65101</p> <p><b>ATTORNEYS FOR EVERGY MISSOURI METRO AND EVERGY MISSOURI WEST</b></p> <p><u><i>/s/ Megan E. McCord</i></u> Megan E. McCord P.O. Box 14287 Springfield, MO 65814 (417) 227-8405 Email: <a href="mailto:mmccord@reclawfirm.com">mmccord@reclawfirm.com</a></p> <p><b>ATTORNEY FOR PLATTE-CLAY COOPERATIVE, INC.</b></p>
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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 all parties of record on this 28<sup>th</sup> day of June 2023.

*/s/ Roger W. Steiner*  
Attorney for Evergy Missouri West

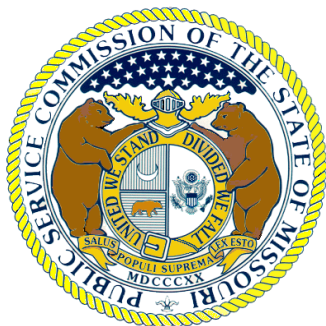


**STATE OF MISSOURI**

**OFFICE OF THE PUBLIC SERVICE COMMISSION**

**I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.**

**WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 12<sup>th</sup> day of July, 2023.**



*Nancy Dippell*  
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**Nancy Dippell**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**July 12, 2023**

**File/Case No. EO-2022-0320**

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Cooperative, Inc.**  
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**Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).**

**Sincerely,**



**Nancy Dippell  
Secretary**

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Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.