

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its Office in Jefferson City, Missouri on the 31<sup>st</sup> day of January, 2024.

In the Matter of the Application of Heidi	)	
Orton for Change of Electric Supplier from	)	
Evergy Missouri West, Inc. d/b/a Evergy	)	<b><u>File No. EO-2024-0142</u></b>
Missouri West to Platte-Clay Electric	)	
Cooperative, Inc.	)	

**ORDER APPROVING STIPULATION AND AGREEMENT  
AND APPROVING CHANGE OF SUPPLIER**

Issue Date: January 31, 2024

Effective Date: February 10, 2024

On October 26, 2023, Heidi Orton filed an application with the Commission requesting a change of electric supplier from Evergy Missouri West, Inc. d/b/a Evergy Missouri West (EMW) to Platte-Clay Electric Cooperative, Inc. (Platte-Clay) for her residence. The residence is located on a parcel that also includes a barn that is currently served by Platte-Clay.

EMW and Platte-Clay filed their responses to the application. In its response, Platte-Clay states that, in the past, EMW's predecessor did not have facilities close to Ms. Orton's residence, so EMW's predecessor connected to Platte-Clay's facilities with transformers, primary lines, secondary lines, etc. to run service to the residence. As a result, Platte-Clay supplies wholesale power to EMW for Ms. Orton's residence, but she is a retail customer of EMW. When outages occur, the problem can lie with either EMW or Platte-Clay, making for a confusing and difficult situation for the two electric suppliers

and Ms. Orton.<sup>1</sup> For this reason, Platte-Clay's position is that it would be in the public interest for it to supply electric service to Ms. Orton's residence.<sup>2</sup>

On January 22, 2024, signatories EMW, Platte-Clay, and Ms. Orton filed a *Stipulation and Agreement* (Agreement). Neither the Staff of the Commission nor the Office of the Public Counsel were signatories, but the Agreement states that neither party opposes the Agreement.<sup>3</sup> Commission Rule 20 CSR 4240-2.115(2) allows seven days for parties to object to a nonunanimous stipulation and agreement. If no objections are 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 EMW for a meter base used to serve the property.

Section 393.106.2, RSMo (Supp. 2023), 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. Orton's application, EMW's response, Platte-Clay's response, 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

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<sup>1</sup> *Response of Platte-Clay Electric Cooperative, Inc. to Application of Heidi Orton for a Change of Electric Supplier*, p. 2, filed November 14, 2023.

<sup>2</sup> *Response of Platte-Clay Electric Cooperative, Inc. to Application of Heidi Orton for a Change of Electric Supplier*, p. 2, filed November 14, 2023.

<sup>3</sup> *Stipulation and Agreement*, p. 2, filed January 22, 2024.

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. Heidi Orton's application for a change of electric supplier from Evergy Missouri West, Inc. d/b/a Evergy Missouri West to Platte-Clay Electric Cooperative, Inc. is approved.
3. This order shall become effective on February 10, 2024.
4. This file may be closed on February 13, 2024.



**BY THE COMMISSION**

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

Nancy Dippell  
Secretary

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

Seyer, Regulatory Law Judge

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

In the Matter of the Application of Heidi            )  
Orton for Change of Electric Supplier to            )  
Platte-Clay Electrical Cooperative from            )        File No. EO-2024-0142  
Everty Missouri West, Inc. d/b/a Everty            )  
Missouri West    )

**STIPULATION AND AGREEMENT**

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

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

**BACKGROUND**

1. On October 26, 2023, 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 1000 N.E. 145<sup>th</sup> Terrace, Smithville, MO 64089 (the “Property”).

2. Currently, the Recommendation of Staff (“Staff”) for the Commission is due in this matter on January 25, 2024.

**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. Neither Staff, nor the Office of the Public Counsel ("OPC") 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,

*/s/ Heidi Orton*

Heidi Orton  
1000 N.E. 145<sup>th</sup> Terrace  
Smithville, MO 64089  
(816) 289-2648

**APPLICANT**

*/s/ Megan E. McCord*

Megan E. McCord  
P.O. Box 14287  
Springfield, MO 65814  
(417) 227-8405  
Email: [mmccord@reclawfirm.com](mailto:mmccord@reclawfirm.com)

**ATTORNEY FOR PLATTE-CLAY  
COOPERATIVE, INC.**

*/s/ Roger W. Steiner*

Roger W. Steiner, MBN 39586  
Phone: (816) 556-2314  
E-mail: [roger.steiner@evergy.com](mailto:roger.steiner@evergy.com)  
Evergy, Inc.  
1200 Main – 16<sup>th</sup> Floor  
Kansas City, Missouri 64105

**ATTORNEYS FOR EVERGY  
MISSOURI WEST**

**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 22<sup>nd</sup> day of January 2024.

*/s/ Roger W. Steiner*

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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 31<sup>st</sup> day of January 2024.**



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

**MISSOURI PUBLIC SERVICE COMMISSION**

**January 31, 2024**

**File/Case No. EO-2024-0142**

**MO PSC Staff**

Staff Counsel Department  
200 Madison Street, Suite 800  
P.O. Box 360  
Jefferson City, MO 65102  
staffcounsel@psc.mo.gov

**Office of the Public Counsel  
(OPC)**

Marc Poston  
200 Madison Street, Suite 650  
P.O. Box 2230  
Jefferson City, MO 65102  
opc@psc.mo.gov

**Evergy Missouri West**

Roger Steiner  
1200 Main Street, 16th Floor  
P.O. Box 418679  
Kansas City, MO 64105-9679  
roger.steiner@evergy.com

**Heidi Orton**

Heidi Orton  
1000 NE 145th Terrace  
Smithville, MO 64089

**MO PSC Staff**

Paul Graham  
200 Madison Street  
Jefferson City, MO 65101  
paul.graham@psc.mo.gov

**Platte-Clay Electric  
Cooperative, Inc.**

Megan McCord  
PO Box 14287  
Springfield, MO 65814  
mmccord@reclawfirm.com

**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.