

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

In the Matter of the Fifth Prudence )  
Review of Costs Subject to the )  
Commission-Approved Fuel Adjustment ) **Case No. EO-2023-0276**  
Clause of Evergy Metro, Inc. d/b/a )  
Evergy Missouri Metro )  
)

In the Matter of the Eleventh Prudence )  
Review of Costs Subject to the ) **Case No. EO-2023-0277**  
Commission-Approved Fuel )  
Adjustment 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” or “EMM”) and Evergy Missouri West, Inc. (“Evergy Missouri West” or “EMW”) (collectively, the “Company”) and the Staff (“Staff”) of the Missouri Public Service Commission (“Commission”) (collectively, the “Signatories”), by and through their respective counsel, and for their *Non-Unanimous Stipulation and Agreement* (“Stipulation”) respectfully state to the Commission as follows:

**TERMS AND CONDITIONS**

1. After reviewing additional information, Staff withdraws its recommended adjustment of \$12,401,229 (plus interest) for purchased power costs that it proposed be applied to Evergy Missouri Metro’s next Fuel Adjustment Rate (“FAR”) filing and withdraws its recommended adjustment of \$13,989,508 (plus interest) for purchased power costs that it proposed to be applied to Evergy Missouri West’s next FAR filing.

2. The Company will update its Transmission Congestion Rights Market Strategy (“TCRMS”) to provide further clarity on how Transmission Congestion Rights (“TCRs”) and

Auction Revenue Rights (“ARRs”) are optimized. The Company will provide the updated TCRMS to Staff and the Office of the Public Counsel (“OPC”) by May 31, 2024.

3. The Company will include in its FAC monthly reports beginning with Company’s next accumulation period(s) (AP35 for West and AP19 for Metro), unless available sooner, the amounts of TCRs and ARR’s that are attributed to each purchased power agreement, specifically reported in the tab 5(K)2 for Evergy Missouri Metro and tab 5(K)3 for Evergy Missouri West.

4. Evergy Missouri West will make an adjustment to remove \$2,076.20 (plus interest) for transmission and Southwest Power Pool (“SPP”) administrative fees in its next FAR filing.

5. This Stipulation resolves the following issues (1, 2, 3, 4, 5, 7, 7(A), 8(B), 8(C), and 9) raised by Staff in the Issues List (including Staff’s portion of issue 1) and the Signatories agree there is nothing for the Commission to decide regarding any issue between Staff and Company.

#### **GENERAL PROVISIONS**

6. This Stipulation is being entered into solely for the purpose of settling the issues specifically set forth above and represents a settlement on a mutually-agreeable outcome without resolution of specific issues of law or fact. 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. No party will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this Stipulation. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this Stipulation in any other proceeding, regardless of whether this Stipulation is approved.

7. This Stipulation has resulted from extensive negotiations, and the terms hereof are inter-dependent. If the Commission does not approve this Stipulation, approves it with modifications or conditions to which a party objects, or issues an order in another Commission case that negates its approval or conditions or modifies the Stipulation in a manner to which any party objects, then this Stipulation shall be null and void, and no Signatory shall be bound by any of its provisions.

8. If the Commission does not approve this Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, 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 Section 536.080 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, any suggestions or 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 further purpose whatsoever.

9. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2); (2) to present oral argument and/or written briefs pursuant to Section 536.080.1; (3) to seek rehearing pursuant to Section 386.500; and (4) to judicial review pursuant to Section 386.510. These waivers apply only to a Commission order respecting this Stipulation issued in this above-

captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

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

11. This Stipulation does not constitute a contract with the Commission and is not intended to impinge 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 is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

12. The Signatories agree that this Stipulation, except as specifically noted herein, resolves all issues related to these topics, and that the agreement should be received into the record without the necessity of any witness taking the stand for examination.

13. 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.

14. 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.

**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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**ATTORNEYS FOR EVERGY  
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*/s/ Kevin A. Thompson*

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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 11<sup>th</sup> day of March 2024.

*/s/ Roger W. Steiner*

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Roger W. Steiner