

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

In the Matter of the Application of Trevor King for Change of Electric Supplier from Evergy Missouri West, Inc. d/b/a Evergy Missouri West to Osage Valley Electric Cooperative)))))
					File No. EO-2024-0161 [consolidated]
					File No. EO-2024-0166
					File No. EO-2024-0181

STIPULATION AND AGREEMENT

COMES NOW Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW,” “Evergy,” or the “Company”), Trevor King, Mathew Gibreal, Tyler Watts (all three collectively, the “Applicants”), and Osage Valley Electric Cooperative (“Osage Valley”), (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 November 7, 2023 (Mr. King), November 13, 2023 (Mr. Gibreal),¹ and December 1, 2023 (Mr. Watts)² each filed their respective *Application[s] for Change of Electric Service Provider* (“Applications”) with the Commission, each requesting a change from EMW to Osage Valley.

2. On January 24, 2024, the Commission issued its *Order Consolidating Files*, designating EO-2024-0161 as the lead docket.

¹ EO-2024-0166.

² EO-2024-0181.

3. On February 16, 2024, Staff (“Staff”) for the Commission filed its *Response and Recommendation* (“Recommendation”) requesting the Commission approve the Applications.

AGREEMENTS

4. The Signatories agree that Osage Valley should be the sole provider of electric service pursuant to the Applicants respective requests.

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/ Trevor King

Trevor King
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Peculiar MO 64078

APPLICANT

/s/ Mathew Gibreal

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APPLICANT

/s/ Tyler Watts

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APPLICANT

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ATTORNEY FOR OSAGE VALLEY

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 11th day of April 2024.

/s/ Roger W. Steiner

Attorney for Evergy Missouri West