

duplication of services, as Osage Valley already has distribution lines on the applicants' properties at issue.

On April 11, 2024, signatories Evergy Missouri West, Osage Valley, Trevor King, Mathew Gibreal, and Tyler Watts 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. 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 Osage Valley should be the sole provider of electric service at the subject properties.

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 the applications, the responses from Evergy Missouri West and Osage Valley, Staff's recommendation, and the Agreement. The Commission finds that the requests to change electric supplier are in the public interest for a reason other than a rate differential and finds that the requests comply with all applicable statutes and regulations. The Commission will approve the changes of supplier. Thus, the Commission will approve the Agreement and will order the signatories to comply with its terms.

In order to expedite the changes 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. The applications for a change of electric supplier from Evergy Missouri West, Inc. d/b/a Evergy Missouri West to Osage Valley Electric Cooperative filed by Trevor King, Mathew Gibreal, and Tyler Watts are approved.
3. This order shall become effective on May 4, 2024.
4. This file may be closed on May 5, 2024.



BY THE COMMISSION

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

Nancy Dippell
Secretary

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

Seyer, Regulatory Law Judge

**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
21600 S. Knight Road
Peculiar MO 64078

APPLICANT

/s/ Mathew Gibreal

Mathew Gibreal
21520 S. Knight Road
Peculiar, MO 64078

APPLICANT

/s/ Tyler Watts

Tyler Watts
21500 S. Knight Road
Peculiar, MO 64078

APPLICANT

/s/ Roger W. Steiner

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**ATTORNEYS FOR EVERGY
MISSOURI WEST**

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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

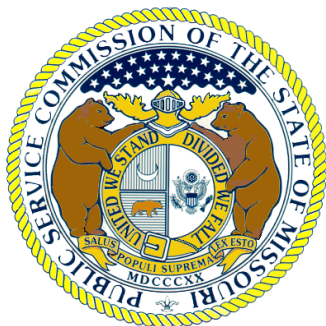
Attorney for Evergy Missouri West

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 24th day of April 2024.



Nancy Dippell

Nancy Dippell
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

April 24, 2024

File/Case No. EO-2024-0161

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Tyler Watts

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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**

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