

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

In the Matter of Evergy Metro, Inc. d/b/a Evergy)
Missouri Metro’s Request for Authority to) Case No. ER-2022-0129
Implement A General Rate Increase for Electric)
Service)

In the Matter of Evergy Missouri West, Inc. d/b/a)
Evergy Missouri West’s Request for Authority to) Case No. ER-2022-0130
Implement A General Rate Increase for Electric)
Service)

**STIPULATION AND AGREEMENT REGARDING
CLASS REVENUE ALLOCATION**

COMES NOW Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“EMM”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”) (collectively, the “Company”), and the Staff of the Missouri Public Service Commission (“Staff”), the Office of the Public Counsel (“OPC”), Midwest Energy Consumers Group (“MECG”), and the Missouri Industrial Energy Consumers (“MIEC”), (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. Nothing in this Agreement prevents any of the Signatories from proposing changes to the provisions of this Agreement in any future case. The Signatories are not bound to propose continuation of this Agreement in future rate cases, i.e., they may propose other ratemaking treatment.

STIPULATION AND AGREEMENT

For the purpose of this case, the signatories agree to settle class revenue allocations as follows:

With a revenue requirement of \$25M or 2.99% increase for EMM and \$42.5M or 5.83% increase for EMW. Revenue allocation by class would be as follows:

Class	EMM	EMW
Residential & CCN	4.11%	7.58%
Non-Residential	2.23 %	3.98%
Lighting	2.99%	5.83%

Should the revenue requirement amounts be changed by Commission Order, these percentages would be recalculated by using an allocation model prepared by Staff, as modified, included as **Attachment 1**.

GENERAL PROVISIONS

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. The following parties have indicated that they do not oppose the Agreement:

- Nucor Steel Sedalia, LLC (“Nucor”)
- Renew Missouri Advocates (“Renew Missouri”)
- City of St. Joseph, Missouri (“City of St. Joe”)
- Dogwood Energy, LLC
- ChargePoint, Inc.
- Google LLC
- Sierra Club
- Velvet Tech Services, LLC

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/ Nicole Mers

Nicole Mers, #66766
Deputy Counsel
P.O. Box 360
Jefferson City, MO 65012
(573) 751-6651 (Telephone)
(573) 751-9285 (Fax)
nicole.mers@psc.mo.gov

**ATTORNEY FOR THE STAFF OF
THE MISSOURI PUBLIC SERVICE
COMMISSION**

/s/ John Clizer

John Clizer (#69043)
Senior Counsel
Missouri Office of the Public Counsel
P.O. Box 2230
Jefferson City, MO 65102
Telephone: (573) 751-5324
Facsimile: (573) 751-5562
E-mail: john.clizer@opc.mo.gov

**ATTORNEY FOR THE OFFICE OF
THE PUBLIC COUNSEL**

/s/ Diana M. Plescia

Diana M. Plescia, #42419
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
Telephone: (314) 725-8788
Email: dplescia@chgolaw.com

**ATTORNEY FOR MISSOURI
INDUSTRIAL ENERGY
CONSUMERS**

/s/ Roger Steiner

Roger W. Steiner, MBN 39586
Phone: (816) 556-2314
E-mail: roger.steiner@evergy.com
Evergy, Inc.
1200 Main – 16th Floor
Kansas City, Missouri 64105
Fax: (816) 556-2110

Karl Zobrist, MBN 28325
Jacqueline M. Whipple, MBN 65270
Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111
Phone: (816) 460-2400
Fax: (816) 531-7545
karl.zobrist@dentons.com
Jacqueline.whipple@dentons.com

James M. Fischer, MBN 27543
Fischer & Dority, P.C.
Phone : (573) 353-8647
Email : jfischerpc@aol.com
101 Madison—Suite 400
Jefferson City, Missouri 65101

**ATTORNEYS FOR EVERGY MISSOURI
METRO AND EVERGY MISSOURI WEST**

/s/ Tim Opitz

Tim Opitz, Mo. Bar No. 65082
Opitz Law Firm, LLC
308 E. High Street, Suite B101
Jefferson City, MO 65101
T: (573) 825-1796
tim.opitz@opitzlawfirm.com

**ATTORNEY FOR MIDWEST
ENERGY CONSUMERS GROUP**

Certificate of Service

I hereby certify that copies of the foregoing have been mailed, emailed or hand-delivered to all counsel of record this 7th day of September 2022:

/s/ Tim Opitz
