

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service Commission held at its office in Jefferson City on the 26<sup>th</sup> day of June, 2024.

In the Matter of the Second Prudence )  
Review of the Missouri Energy Efficiency )  
Investment Act (MEEIA) Cycle 3 Energy )  
Efficiency Programs of Evergy Metro, Inc. )  
d/b/a Evergy Missouri Metro )

**File No. EO-2023-0407**

In the Matter of the Second Prudence )  
Review of the Missouri Energy Efficiency )  
Investment Act (MEEIA) Cycle 3 Energy )  
Efficiency Programs of Evergy Missouri )  
West, Inc. d/b/a Evergy Missouri West )

**File No. EO-2023-0408**

**ORDER APPROVING UNANIMOUS  
STIPULATION AND AGREEMENT**

Issue Date: June 26, 2024

Effective Date: July 26, 2024

On June 1, 2023, the Commission's Staff (Staff) filed notices that it started a second MEEIA Prudence Review of Cycle 3 Energy Efficiency Programs of Evergy Metro, Inc. d/b/a Evergy Missouri Metro (File No. EO-2023-0407), and separately for Evergy Missouri West, Inc. d/b/a Evergy Missouri West (File No. EO-2023-0408) (together "Evergy"). On October 27, 2023, Staff filed its Recommendation. On November 2, 2023, Evergy Missouri Metro and Evergy Missouri West each filed a request for hearing in its respective case. The Commission established a procedural schedule. The parties subsequently filed direct, rebuttal, and surrebuttal prefiled testimony.

On June 10, 2024, all parties filed a unanimous stipulation and agreement (Agreement). The Agreement was filed on behalf of Evergy, Staff, and the Office of the Public Counsel (collectively “Signatories”). The list of Signatories is the same as the parties to the case. The Agreement is a resolution of all contested issues.

The Agreement settles the issues raised due to the participation of Nucor Sedalia in Evergy Missouri West’s Business Demand Responses Program during the period of June 1, 2020 through September 1, 2023. The Agreement provides that Evergy Missouri West will reduce its Missouri Energy Efficiency Investment Act (MEEIA) recovery amount by \$700,000 in its next Demand Side Investment Mechanism (DSIM) rider filing. The Agreement states that the related incentives received in 2023 by Nucor Sedalia are also resolved.

Further, the Agreement states that Evergy shall not seek recovery through its DSIM for certain items (for example, gifts and items with non-MEEIA specific logos), and that Evergy shall provide detailed invoices for its contractors and implementers.

As the parties seek a Commission determination based on the submitted Agreement, the Commission will not make any findings of fact or conclusions of law and will instead base its decision on the Agreement.<sup>1</sup> After reviewing the pleadings and the unanimous Agreement, the Commission determines that its terms are a reasonable resolution of the issues addressed by the Agreement and it should be approved. The Commission will approve the unanimous Agreement.

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<sup>1</sup> Section 536.060, RSMo (2016) allows for disposition of contested cases through stipulation; Section 536.090, RSMo (2016) states that cases disposed of by stipulation do not require findings of fact and conclusions of law.

**THE COMMISSION ORDERS THAT:**

1. The Agreement filed on June 10, 2024, is approved as a resolution of the issues set out in the Agreement. The signatory parties are ordered to comply with the terms of the agreement. A copy of the Agreement is attached to this order and incorporated by reference.
2. This order shall become effective on July 26, 2024.



**BY THE COMMISSION**

*Nancy Dippell*

Nancy Dippell  
Secretary

Hahn, Ch., Coleman, Holsman  
Kolkmeier, and Mitchell CC., concur.

Hatcher, Senior Regulatory Law Judge

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

In the Matter of the Second Prudence )  
Review of the Missouri Energy Efficiency )  
Investment Act (MEEIA) Cycle 3 Energy ) Case No. EO-2023-0407  
Efficiency Programs of Evergy Metro, Inc. )  
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In the Matter of the Second Prudence )  
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Investment Act (MEEIA) Cycle 3 Energy ) Case No. EO-2023-0408  
Efficiency Programs of Evergy Missouri )  
West, Inc. d/b/a Evergy Missouri West. )

**UNANIMOUS STIPULATION AND AGREEMENT**

COMES NOW, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“EMM”), Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”), (collectively the “Company”) and Staff (“Staff”) for the Missouri Public Service Commission (“Commission”), and the Office of the Public Counsel (“OPC”) (individually “Signatory” and collectively “Signatories” or the “Parties”) have reached an agreement (“Agreement”) that resolves between them the issues in the above-captioned dockets.

**SPECIFIC TERMS AND CONDITIONS**

1. In settlement of all issues in these dockets and in settlement of all future issues involving the participation by Nucor Sedalia in EMW’s Business Demand Response (“BDR”) program during the period of June 1, 2020 through September 1, 2023, EMW will reduce its MEEIA recovery amount by \$700,000 in its next DSIM rider filing. Staff and OPC agree the incentives received in 2023 by Nucor Sedalia from EMW for its participation in EMW’s BDR program are also resolved with this Agreement.

2. Staff and the OPC agree to meet with the Company within the next three months to discuss Nucor-Sedalia's Special Incremental Load ("SIL") contract or EMW's SIL tariff.

3. From the effective date of a Commission approved stipulation, the Company shall not seek recovery through its DSIM Rider for:

- Any gifts or awards, which includes events to give out these items, to its employees or contractors/implementers.
- Shirts, promotional items, and other Evergy logo items that are not specific to MEEIA demand-side management programs.
- Events that have alcohol provided at them.
- Sponsorships to an organization when a membership has already been purchased.

4. The Company shall provide detailed invoices for its contractors/implementers, including but not limited to travel charges.

### **GENERAL PROVISIONS**

5. This Agreement is being entered into solely for the purpose of settling the issues in these cases 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.

6. 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 the same.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 §386.500, 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 Agreement subject to the specific terms and conditions contained therein.

Respectfully submitted,

*/s/ Roger W. Steiner*

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*/s/ Eric Vandergriff*

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**Staff Counsel for the  
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*/s/ Lindsay VanGerpen*

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**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 10<sup>th</sup> day of June 2024.

*/s/ Roger W. Steiner*

**Attorney for Evergy Missouri Metro and Evergy  
Missouri West**

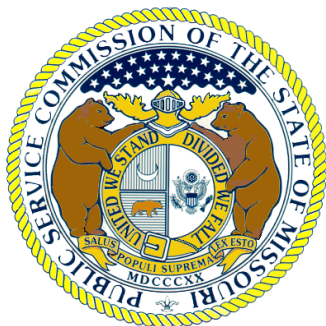


**STATE OF MISSOURI**

**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 26<sup>th</sup> day of June 2024.**



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

**MISSOURI PUBLIC SERVICE COMMISSION**

**June 26, 2024**

**File/Case No. EO-2023-0407 and EO-2023-0408**

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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**

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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.