

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

In the Matter of the Application of Evergy)
Missouri West, Inc. d/b/a Evergy Missouri West)
and Evergy Metro, Inc. d/b/a Evergy Missouri)
Metro for Permission and Approval of a) Case No. EA-2025-0075
Certificate of Public Convenience and Necessity)
For Natural Gas Electrical Production Facilities)

NON-UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW, Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW” or the “Company”), Staff (“Staff”) for the Missouri Public Service Commission (“Commission”), and Midwest Energy Consumers Group (“MECG”) (individually “Signatory” and collectively “Signatories”) and agree to a *Non-Unanimous Stipulation and Agreement* (“Agreement”) that resolves all pending issues in this docket, as stated below.

STIPULATION AND AGREEMENT

The Signatories agree to the following:

1. The Commission should grant Evergy Missouri West (“EMW” or “Company”) certificates of convenience and necessity under subsection 1 of Section 393.170¹ authorizing the Company to construct, install, own, operate, maintain, and otherwise control and manage:
 - a. 50% of an advanced class 710 megawatt (“MW”) combined cycle gas turbine (“CCGT”) generating facility known as the Viola Generation Station (“Viola”), located in Sumner County, Kansas;

¹ All statutory references are to the Missouri Revised Statutes (2016), as amended.

b. 100% of a 440 MW simple-cycle gas turbine (“SCGT”) generating facility, known as Mullin Creek #1 Generating Station (“Mullin Creek #1”) located in Nodaway County, Missouri; and

c. 50% of an advanced class 710 MW CCGT generating facility known as McNew Generating Station (“McNew”) located in Reno County, Kansas (individually, the “Facility”; together, the “Facilities”);

2. EMW requests the Commission to determine pursuant to the CCN Rule’s Section (2)(C) that the Company’s decisions to construct, acquire, own, and operate the Viola plant, Mullin Creek #1 plant, and McNew plant, instead of pursuing other supply-side resources are prudent. These requests for determinations of decisional prudence by EMW does not imply or suggest that the other Signatories agree with or acquiesce to these requests. The Signatories agree that should the Commission deem it appropriate the Signatories would be agreeable with the Commission determining its position utilizing the existing record and briefs. Signatories will also have their witnesses prepared to address Commission questions should the Commission so desire;

3. That the cost estimate for 50% of the Viola plant should be established as ** [REDACTED] ** (excluding AFUDC);

4. That the cost estimate for 100% of the Mullin Creek #1 plant should be established as ** [REDACTED] ** (excluding AFUDC);

5. That the cost estimate for 50% of the McNew plant should be established as ** [REDACTED] ** (excluding AFUDC);

6. Amounts spent in excess of the cost estimate(s) in Sections 3 through 5 above will be subject to execution and cost prudence review in the general rate case proceeding in which the

Facilities are requested for inclusion in rate base. The Company shall bear the burden of proof to show that any amount it incurs in excess of these cost estimates (including any impacts from legislative or executive actions including tariffs on the Facilities' costs) is prudently incurred and is just and reasonable to recover from EMW customers.

7. Nothing in this agreement prohibits any Signatory from seeking or opposing ratemaking disallowances based on EMW's generation resource planning actions and inactions in a future proceeding.

8. EMW confirms with the parties that it intends to seek Construction Work in Progress ("CWIP") and PISA for the Facilities subject to and consistent with the limitations and conditions as provided for in Section 393.135.2 and Section 393.1400, pursuant to Senate Bill 4. This provision does not limit the positions Signatories may take in those future cases.

9. The Signatories agree that the Commission should establish a compliance docket associated with this case and require EMW to file quarterly progress reports for each of the projects. These reports will be available to Signatories. EMW shall collaborate with Staff to develop a reporting template and submit to the Commission prior to initiating the compliance reports. Such reports will be filed in such compliance and be due on the first day of the first calendar quarter beginning after the CCN's are issued in this case;

a. Quarterly reports shall also include permitting, plans, specifications, and construction cost and project milestone updates, as well as updates regarding any impacts from legislative or executive actions including tariffs;

10. EMW shall use the in-service criteria set forth by Staff and attached to this stipulation & agreement as Confidential Schedule 1;

11. EMW shall file in this docket a site-specific Emergency Action Plan as well as Operations and Maintenance Plans for the Projects within sixty (60) days of a facility being placed in service;

12. The Commission should grant Evergy's requested variance from 20 CSR 4240-20.045(3)(C);

13. In its future Integrated Resource Planning ("IRP") efforts, the Company will explore setting value ranges for each level of critical uncertain factors;

14. The Company currently considers battery storage as an option as part of its IRP process while continuing to utilize capacity expansion modeling and will continue to do so in future IRPs including the use of surplus interconnection.

15. In EMW's next two IRP filings, EMW shall identify and explain specific cost assumptions for Air Quality Control Systems, environmental mitigation costs, and unit upgrade costs by year. EMW shall provide cost benefit analyses for potential unit retirements.

16. EMW agrees to collaborate with Staff and OPC during the development of a Gas Purchasing Plan, and to file the results of the plan as a compliance filing in this docket. The filing of such a plan, along with any collaborative meetings would not imply pre-approval or prudence review acquiescence regarding the initial plan or any updates or changes. Thereafter, until the time the Facilities are placed in service, EMW agrees to meet annually with Staff, MCEG, and OPC to discuss potential revisions to the Gas Purchasing Plan.

17. No later than two years prior to the in-service date of any of the Facilities, the Company will file a case that reconsiders the S&A hedge requirement approved in ER-2024-0189, in light of the current circumstances, natural gas commodity prices and volume risks, and the new natural gas demand of the Facilities. This Natural Gas Hedging Plan shall be filed in the

annual compliance filing referenced above, as well as any subsequent updates to the plan. The Natural Gas Hedging Plan shall include but not be limited to the Facilities that are the subject of this case. The filing of such a plan, along with any collaborative meetings would not imply pre-approval or prudence review acquiescence regarding the initial plan or any updates or changes.

18. EMW shall submit a compliance filing once all natural gas transportation arrangements have been finalized. This filing should include, at a minimum, copies of the precedent agreements, all interstate pipeline evaluations and documentation related to the mainline transportation and any laterals, and all Evergy gas procurement supply/transportation evaluations.

GENERAL PROVISIONS

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 § 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.

25. 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 § 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.

26. The following parties have indicated that they do not object to the Agreement:

- The Office of the Public Counsel

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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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 29th day of May 2025.

/s/ Roger W. Steiner

Attorney for Evergy Missouri West

**SCHEDULE 1
CONTAINS CONFIDENTIAL
INFORMATION
NOT AVAILABLE TO THE PUBLIC.**

ORIGINAL FILED UNDER SEAL.

**Evergy Metro, Inc. d/b/a Evergy Missouri Metro and
Evergy Missouri West, Inc. d/b/a Evergy Missouri West**

Docket No.: EA-2025-0075

Date: May 29, 2025

CONFIDENTIAL INFORMATION

The following information is provided to the Missouri Public Service Commission under CONFIDENTIAL SEAL:

Document/Page	Reason for Confidentiality from List Below
Non-Unanimous Stipulation and Agreement, p. 2, para. 3, 4, and 5	3, 4, 5, and 6
Confidential Schedule 1	3, 4, 5, and 6

Rationale for the “confidential” designation pursuant to 20 CSR 4240-2.135 is documented below:

1. Customer-specific information;
2. Employee-sensitive personnel information;
3. Marketing analysis or other market-specific information relating to services offered in competition with others;
4. Marketing analysis or other market-specific information relating to goods or services purchased or acquired for use by a company in providing services to customers;
5. Reports, work papers, or other documentation related to work produced by internal or external auditors, consultants, or attorneys, except that total amounts billed by each external auditor, consultant, or attorney for services related to general rate proceedings shall always be public;
6. Strategies employed, to be employed, or under consideration in contract negotiations;
7. Relating to the security of a company's facilities; or
8. Concerning trade secrets, as defined in section 417.453, RSMo.
9. Other (specify) _____.

Should any party challenge the Company’s assertion of confidentiality with respect to the above information, the Company reserves the right to supplement the rationale contained herein with additional factual or legal information.