

**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)	
for Permission and Approval of Certificates of)	Case No. EA-2024-0292
Convenience and Necessity Authorizing It to)	
Construct, Install, Own, Operate, Manage,)	
Maintain, and Control Two Solar Generation)	
Facilities)	
)	

**EVERGY MISSOURI WEST’S RESPONSE TO PUBLIC COUNSEL’S “COMMENT”
REGARDING THE UNANIMOUS STIPULATION AND AGREEMENT**

COMES NOW, Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West,” “EMW,” or the “Company”) and, for its *Response* (“Response”) to the “Comment” of the Office of the Public Counsel (“OPC”), states as follows:

On May 29, 2025, Evergy Missouri West, the Staff (“Staff”) of the Missouri Public Service Commission (“Commission”), Midwest Energy Consumers Group (“MECG”), and Renew Missouri Advocates (“Renew MO”) (collectively, the “Signatories”) filed a *Unanimous Stipulation and Agreement* (“Agreement”) that resolved all issues in this case.

OPC and Sierra Club indicated to the Signatories that they did not object to the Agreement. See Agreement, ¶ 14 at p. 9. As the Agreement was unanimous – *not* a nonunanimous stipulation and agreement – no party filed an objection to the Agreement under Section (2)(B) of the Commission’s Rules of Practice and Procedure on Stipulations and Agreements, 20 CSR 4240-2.115.

Having abandoned all its rights regarding the Agreement and any term or provision that it contains, OPC then submitted a ten-page “Comment” on June 5, 2025. The clear purpose of the

“Comment” is to undermine the unanimous Agreement by asserting matters that are immaterial and impertinent at this stage of the proceeding. See Mo. R. Civ. Proc. 55.27(e).¹

Having waived all its rights to object to the Agreement, OPC is in no position to “reserve” any argument “without the limitations in the Agreement” that it could have asserted regarding EMW’s decision to construct, acquire and operate the Sunflower Sky and Foxtrot projects. See OPC Comment, ¶ 10, p. 3. Whatever that confusing sentence means, OPC will be subject to the Agreement if it is approved by the Commission, just as the Signatories and any other party will be.

As the Agreement makes clear, the only prudence issue that it addresses is *decisional* prudence which is explicitly permitted under the Commission’s CCN Rule. See 20 CSR 4240-20.045(2)(C). See Agreement, ¶ 3. “Nothing” in the Agreement “prevents any party from arguing for disallowances ... in the general rate proceeding” where EMW seeks cost recovery for the solar projects. Costs related to any “managerial decision-making for the [Sunflower Sky and Foxtrot] Facilities from the date of” the Agreement will be subject to the scrutiny of all parties and the Commission. See Agreement, ¶ 4.

Having surrendered all its rights regarding the Agreement, OPC is in no position to lecture the Commission about the CCN statute, Section 393.170,² and the effect of its CCN Rule (2)(C). See OPC Comment at 4-8. CCN Rule (2)(C) explicitly permits the Commission to “make a determination on the prudence of the decision to operate or construct an asset subject to the commission’s subsequent review of costs and applicable timelines.” OPC’s gratuitous observations and musing on pages 6 through 8 are immaterial.

¹ Missouri Rule of Civil Procedure 55.27(e) permits “redundant, immaterial, impertinent or scandalous matter” to be “stricken from any pleading.”

² All statutory references are to the Missouri Revised Statutes (2016), as amended.

Finally, OPC's tardy support of the litigation positions taken by its witness and by Staff are entirely irrelevant and impertinent at this point. See Comment at 7-9. Although OPC could have objected to the Agreement, it did not. Its odd reference to the "final nail in the coffin regarding decisional prudence" (Comment at 9) regarding its own witness's testimony is ironic as it was the OPC that drove the "nail" into the "coffin" by sitting on its hands and failing to object to the Agreement.

The Commission should ignore OPC's gratuitous "Comment" given the lack of any legal or factual basis and the immaterial and impertinent matters that it raises at this late hour, as fully supported by the Commission's CCN Rule and its Rules of Practice and Procedure, as well as by Missouri Rule of Civil Procedure 55.27(e).³

WHEREFORE, Evergy Missouri West submits its Response to OPC's "Comment."

³ Missouri Rule of Civil Procedure 55.03(c) requires that any contention or argument submitted by an attorney or party "is certifying" that it "is not presented or maintained for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;"

Respectfully submitted,

/s/ Roger W. Steiner

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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 the counsel for all parties this 10th day of June 2025.

/s/ Roger W. Steiner

Attorney for Evergy Missouri West