

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

In the Matter of the Application of )  
Evergy Missouri Metro, Inc. d/b/a Evergy Missouri ) File No. EO-2023-0022  
Metro For Approval of a Special High Load Factor )  
Market Rate Tariff )

**NON-UNANIMOUS STIPULATION AND AGREEMENT**

COME NOW, Evergy Missouri Metro, Inc. d/b/a Evergy Missouri Metro (“EMM”, “Evergy”, or the “Company”), Google LLC (“Google”), and Staff (“Staff”) of the Missouri Public Service Commission (“Commission”) (collectively, “Signatories”) by and through their respective counsel, and for their *Non-Unanimous Stipulation and Agreement* (“Stipulation”), respectfully state to the Commission:

**BACKGROUND**

1. On November 10, 2022, Evergy filed its Application requesting Commission authority for approval of a Special High Load Factor Market rate tariff for a Data Facility in Kansas City, Missouri.
2. On November 21, 2022, the Commission granted the Application to Intervene of Google.
3. On December 8, 2022, the Commission granted the Application to Intervene of Midwest Energy Consumers Group (“MECG”).
4. On December 13, 2022, the Commission granted the Application to Intervene of Velvet Tech Services, LLC (“Velvet Tech”).
5. The Signatories agree to the following terms and conditions regarding the Application and the approval of the special high load factor market rate, which will resolve this case in its entirety upon approval of compliance tariffs filed in conformance herewith.

## AGREEMENTS

6. **Special High Load Factor Market Rate** – The Signatories agree that the exemplar Special High Load Factor Market Rate (“MKT”) tariff schedule attached as Schedule 1 to this Stipulation, should be filed by EMM and approved by the Commission. Subsequent Contracts can be negotiated and approved for service under the MKT tariff schedule.

7. **Variance Authority.** The Signatories agree that the Commission should authorize the following variances, pursuant to its authority under 20 CSR 4240-20.100(11), from the Renewable Energy Standard (“RES”) rule (20 CSR 4240-20.100):

- a) Definition of “total retail electric sales”, as defined in 20 CSR 4240.20.100 (1)(W). The Signatories agree that if a Schedule MKT customer demonstrates that it has retired, or had retired on its behalf, Renewable Energy Credits (“RECs”) greater than or equal to the then existing RES requirement applied to the Schedule MKT customer load, then the Schedule MKT customer’s load is excluded from the definition of “total retail electric sales” under 20 CSR 4240-20.100(1)(W) and not included in EMM’s calculation of its RES portfolio requirements in 20 CSR 4240-20.100(2).
- b) Definition of RES revenue requirement. The Signatories agree that RES compliance costs needed to serve a Schedule MKT customer should not be characterized as part of EMM’s RES revenue requirement under 20 CSR 4240-20.100(1)(S)(1), when the MKT customer demonstrates it has retired, or had retired on its behalf, RECs greater than or equal to the then existing RES requirement that would have been applied to the MKT customer load.

8. **Section 393.1655 RSMo. treatment** –The Signatories agree that because the MKT Contract Customer rate will be fixed for five years and because the rate will be based on the least

cost incremental cost to serve: (1) the MKT Contract Customer average rate and kilowatt hours usage shall not be included in the rate limitation calculations performed under section 393.1655 RSMo.; (2) the MKT Contract Customer rate shall not be affected by the rate limitation provisions of 393.1655 RSMo.; and (3) the MKT Contract Customer shall not be considered to be, in whole or in part, a member of Evergy Missouri Metro's large power service rate class under section 393.1655 RSMo.

9. The following parties have indicated that they do not object to the Stipulation:

- Velvet Tech Services, LLC ("Velvet")
- The Office of the Public Counsel ("OPC")
- Midwest Energy Consumers Group ("MECG")

#### **GENERAL PROVISIONS**

10. Contingent upon Commission approval of this Stipulation without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the testimony of their witnesses, and the witnesses of the parties who do not oppose this Stipulation, on the issues that are resolved by this Stipulation.

11. This Stipulation 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 Stipulation shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, method of cost determination or cost allocation or revenue-related methodology.

12. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (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 Stipulation, or in any way condition its approval of same.

13. This Stipulation has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

14. This Stipulation 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.

15. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Stipulation 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. §536.090 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 Stipulation had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation 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.

16. If the Commission accepts the specific terms of this Stipulation without condition or modification, only as to the issues in this case explicitly set forth above, the Signatories each waive their respective rights to call, examine and cross-examine witnesses pursuant to RSMo. §536.070(2), 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

Stipulation 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 Stipulation.

17. The Signatories shall also have the right to provide, at any agenda meeting at which this *Stipulation* is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that each Signatory shall, to the extent reasonably practicable, provide the other parties with advance notice of the agenda meeting for which the response is requested. Signatory's oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

18. This Stipulation does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the Stipulation's approval. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

**WHEREFORE**, the Signatories respectfully request the Commission to issue an order in this case approving this Stipulation subject to the specific terms and conditions contained herein.

Respectfully submitted,

*/s/ Roger Steiner*

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**ATTORNEYS FOR EVERGY  
MISSOURI METRO**

*/s/ Jeff Keevil*

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**ATTORNEYS FOR GOOGLE**

**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 or record for all parties this 15<sup>th</sup> day of May 2023.

*/s/ Roger W. Steiner*

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Roger W. Steiner

**EVERGY METRO, INC., d/b/a EVERGY MISSOURI METRO**

P.S.C. MO. No. 1 Original Sheet No. 52

Canceling P.S.C. MO. No. \_\_\_\_\_ Sheet No. \_\_\_\_\_

For Missouri Retail Service Area

**Special High-Load Factor Market Rate  
Schedule MKT**

**PURPOSE**

This rate schedule is designed to provide certain Non-Residential Customers access to energy pricing as set by the Southwest Power Pool Integrated Marketplace.

**AVAILABILITY**

This special rate is available to Non-Residential customers for service to accounts originating after March 31, 2022, at a single location who:

- Operate a facility with a load equal to or in excess of a monthly demand of one hundred thousand kilowatts or is reasonably projected to be at least one hundred and fifty thousand kilowatts within five (5) years of the new customer first receiving service from Company.
- and
- At full load, Customer must be able to demonstrate and maintain an Annual Load Factor throughout the year of 0.85 or greater. During initial startup or commissioning, not to exceed five years, the Customer must be able to demonstrate the average of its Monthly Load Factors for the immediately preceding twelve months is 0.85 or greater.

$$\text{Annual Load Factor} = \frac{\text{Customer's Annual Energy Usage}}{\text{Customer's Annual Noncoincident Peak Demand} * \text{Number of Hours in the Year}}$$

$$\text{Monthly Load Factor} = \frac{\text{Customer's Monthly Energy Usage}}{\text{Customer's Monthly Noncoincident Peak Demand} * \text{Number of Hours in the Month}}$$

Service is available under this schedule to the following types of customers based on voltage level:

Substation voltage customer - Service is taken directly out of a distribution substation at primary voltage. The customer will own the feeder circuits out of this substation.

Transmission voltage customer - The customer owns, leases, or otherwise bears financial responsibility for the distribution substation. Service is taken off of the Company's transmission system.

This rate is not available for standby, breakdown, supplementary, maintenance or resale service except as noted below. Sub-metering or the reselling of electricity is prohibited.

Service under this tariff may not be combined with service under an Economic Development Rider, an Economic Redevelopment Rider, the Renewable Energy Rider, the Solar Subscription Rider, service as a Special Contract, or be eligible for participation in programs offered pursuant to the Missouri Energy Efficiency Investment Act, or for participation in programs related to demand response or off-peak discounts, unless otherwise ordered by the Commission when approving a contract for service under this tariff.

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Issued by: Darrin R. Ives, Vice President

Effective: \_\_\_\_\_, 2023  
1200 Main, Kansas City, MO 64105



**EVERGY METRO, INC., d/b/a EVERGY MISSOURI METRO**

**P.S.C. MO. No.** 1                      Original Sheet No. 52A

Canceling P.S.C. MO. No.                                           Sheet No.                     

For Missouri Retail Service Area

**Special High-Load Factor Market Rate  
Schedule MKT**

**AVAILABILITY (continued)**

Availability of service under this tariff may be limited by the Company due to constraints with, or protection for, Company generation resources or the transmission grid and overall system. The Company will fully evaluate each Customer's operation and the expected impacts to the Company and remaining retail customers and will determine a Customer's ability to participate in this rate based on that evaluation. The Company will notify the Commission if participation is not allowed. Participation in this rate will not be allowed if the Company or the Commission determines it to be uneconomic for the Company or the remaining retail customers. Due to the time required for planning and obtaining Commission approval for service under this rate, prospective customers should notify the Company of intentions to seek this rate at least one year in advance of expecting to receive service, and the Company shall file notice with the Commission upon receipt of such customer notice.

**RATES & CONDITIONS**

**1. RATE FOR ENERGY SERVICE**

An Energy Charge will be assessed based on the number of kilowatt-hours consumed in any given hour multiplied by the appropriate cost to purchase energy from the Southwest Power Pool (SPP) for that hour. The Company will specify the load node to be used in the Special High-Load Factor Market Rate Contract described below and that SPP node will be used to price the hourly energy and all applicable SPP charges. All elements included in the rate will be specified in the Special High-Load Factor Market Rate Contract described below.

**2. RATE FOR CAPACITY SERVICE**

The Company will use good utility practice to identify lowest cost capacity options available at the time each Customer requests service under this schedule. The approach to identify these options may include, but is not limited to, pricing for construction of physical resources to serve capacity or a distinct, request for proposal for firm capacity offered in the SPP market. Recognizing that capacity may not be obtained in small increments to match Customer need, all efforts will be made to maximize the benefit of the capacity options for the Customer and the Company. As needed, the rate for capacity may be inclusive of other capacity-based costs including all applicable SPP charges, infrastructure investment recovery or Customer contributions. The rate and all elements included in the rate will be specified in the Special High-Load Factor Market Rate Contract described below.

**3. PRICING FOR ALL OTHER SERVICE**

Pricing for Customer Charges and any other applicable charges applicable under this rate schedule are defined within the Special High-Load Factor Market Rate Contract described below and shall include all applicable minimum demand and facilities charges.

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**P.S.C. MO. No.** 1                      Original Sheet No. 52B

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For Missouri Retail Service Area

**Special High-Load Factor Market Rate  
Schedule MKT**

**RATES & CONDITIONS (continued)**

**4. CONTRACT DOCUMENTATION**

The Special High-Load Factor Market Rate will be determined for each Customer based on expected loads planned to serve the Customer. Details about the rate start date, term, operating parameters, and terms and conditions related to the Special High-Load Factor Market Rate and all assumptions, inputs, and calculations used to determine that rate will be filed with the Commission and documented through a Special High-Load Factor Market Rate Contract. At least 90 days prior to the effective date of the Special High-Load Factor Market Rate Contract, the Company will file the individual Special High-Load Factor Market Rate Contract with the Commission for approval. In addition to the Market Rate Contract, the filing shall include:

- a. Description of Service – definition of the customer requesting service, the nature of the loads and the proposed service(s) to be provided by the Company.
- b. Cost of Service - the expected costs and revenues associated with providing service under the rate, inclusive of all assumptions, inputs, and calculations used to determine the customer rate
- c. Economic Benefits – the economic benefits expected to be brought to the area as a result of providing service

Any part of the Special High-Load Factor Market Rate Contract filing may be filed as confidential information subject to the provisions of 20 CSR 4240-2.135 Confidential Information.

Customer will not be eligible to take service under this rate until the Commission approves the individual Special High-Load Factor Market Rate Contract. If the Commission does not approve the individual Special High-Load Factor Market Rate Contract, Customer may take service under another rate schedule for which they qualify.

**TERM**

For each customer who requests service under this rate schedule before January 1, 2027, the minimum term may vary but in no instance should the term be more than ten (10) years with pricing terms no more than five (5) years. For each customer who requests service under this rate schedule after January 1, 2027, the minimum term may vary but in no instance should the term be more than five (5) years. Following the expiration of the initial term offering, and any subsequent term offering, customers may receive service for additional five-year terms subject to updated pricing. If pricing is updated whether during the term or otherwise, the revised Market Rate Contract will be submitted to the Commission under a 180-day review filing not less than 180 days before the expiration of the existing pricing terms. Customers taking service under this rate schedule must provide written notice ninety (90) days before switching to any other Company rate schedule. If a Customer elects to leave this rate schedule they will not be allowed to resume service under this schedule for a period of one year.

**ADDITIONAL PROVISIONS**

- 1. Billings under this rate will be managed to follow SPP settlement timing and may vary from other retail billing schedules identified in the Company Rules & Regulations. As applicable, SPP settlements will be applied at the time received to the active billing period.
- 2. Customers who fail to maintain the Availability provisions of this rate schedule will have ninety (90) days from the day the

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Company provides notice of the failure to rectify the failure. In the event that the failure is not rectified after ninety (90) days, the Customer will be immediately moved to another rate schedule for which they qualify.

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**EVERGY METRO, INC., d/b/a EVERGY MISSOURI METRO**

P.S.C. MO. No. 1 Original Sheet No. 52C

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For Missouri Retail Service Area

**Special High-Load Factor Market Rate  
Schedule MKT**

**ADDITIONAL PROVISIONS (continued)**

3. The Special High-Load Factor Market Rate will be designed to recover no less than the incremental cost to serve the Customer over the term of the Special High-Load Factor Market Rate Contract. Non-MKT customers shall be held harmless from any deficiency in revenues provided by any customer served under this tariff or from any stranded investment or cost(s) associated with serving customers under this rate schedule remaining after any Commission determined and approved adjustment for specific quantifiable societal or other benefits or costs as noted in the following paragraph.
  
4. The Company will make provisions to uniquely identify the costs and revenues for each respective Special High-Load Factor Market Rate Contract within its books and records. This information will be available to support periodic reporting as ordered by the Commission. At the time of any rate proceeding the portion of the Company's revenue requirement associated with the costs to serve the Customer shall be assigned to the Customer. The Customer's rate revenues shall be reflected in Company's net revenue requirement. If the Customer's rate revenues do not exceed the cost to serve the Customer as reflected in the revenue requirement calculation, the Company shall make an additional revenue adjustment covering the shortfall to the revenue requirement calculation through the true-up period, to ensure that non-Special High Load Factor Market Rate customers will be held harmless from such effects from the service under the Special High-Load Factor Market Rate. As part of the rate proceeding involving a deficiency adjustment, any party may argue whether or not specific quantifiable societal or other benefits or costs should be included in the revenue analysis to determine whether a deficiency adjustment is warranted. In no event shall any revenue deficiency (that is, a greater amount of the cost to serve the Customer compared to revenues from the Customer) be reflected in the Company's cost of service in any rate proceeding for the duration of service to the Customer(s) during the terms of the contract between Company and Customer served under this tariff.

Nothing in this tariff shall preclude the parties from proposing or the Commission from making adjustments, in any appropriate Commission docket, to address the impact of Schedule MKT customers on non-participating customers or to examine the just and reasonableness of the Special High-Load Factor Market Rate Contract. Such adjustments may include, but are not limited to, adjustments to prevent non-MKT customers from absorbing any incremental costs incurred to serve MKT customers or to prevent MKT customers from using assets that are otherwise included in the revenue requirement for non-MKT customers without some recognition that non-MKT customers are incurring the costs associated with those assets.

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**EVERGY METRO, INC., d/b/a EVERGY MISSOURI METRO**

P.S.C. MO. No. 1 Original Sheet No. 52D

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For Missouri Retail Service Area

**Special High-Load Factor Market Rate  
Schedule MKT**

**ADDITIONAL PROVISIONS (continued)**

5. Service under this tariff shall be excluded from projected energy calculations used to establish charges under Riders FAC and Customer will not be subject to any such charges, unless otherwise ordered by the Commission when approving a contract for service under this tariff. The Company will remove all identifiable costs of service under this tariff from the FAC charge recovered from all customers, and the Company will track those costs and identify those costs separately from other costs specifically identified in the FAC monthly reports submitted to the Commission. Customer may exercise the opt-out provisions contained in Section 393.1075.7, RSMo.1075.7, RSMo. to avoid being subject to Demand Side Investment Mechanism Rider charges.
  
6. A Schedule MKT Customer shall be subject to any future RESRAM charges imposed by Evergy Metro unless a Schedule MKT customer does have renewable attributes supporting its load greater than or equal to the then existing Renewable Energy Standard including any solar portfolio requirements. For Schedule MKT customers with renewable attributes supporting its load greater than or equal to the then existing Renewable Energy Standard, including any solar portfolio requirements, the MKT Customer's entire load will be subtracted from the calculation of total retail electric sales in in 20 CSR 4240-20.100. Renewable attributes means Renewable Energy Credits and solar Renewable Energy Credits that the MKT Customer has retired, or had retired on its behalf, documented annually from an established renewable registry.

**REGULATIONS**

Subject to Rules and Regulations filed with the State Regulatory Commission.

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**P.S.C. MO. No.** 1 \_\_\_\_\_ **Original Sheet No.** 52E \_\_\_\_\_

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For Missouri Retail Service Area

**Special High-Load Factor Market Rate  
Schedule MKT**

**SPECIAL HIGH-LOAD FACTOR MARKET RATE CONTRACTS**

Start Date	Name of Customer	Service Address

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