

**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 Public)	
Convenience and Necessity)	Case No. EA-2024-0292
Authorizing it to Construct, Install,)	
Own, Operate, Manage, Maintain and)	
Control Two Solar Generation)	
Facilities)	

**THE OFFICE OF THE PUBLIC COUNSEL’S REPLY TO EVERGY MISSOURI
WEST’S RESPONSE**

COMES NOW the Office of the Public Counsel (“OPC” or “Public Counsel”) and for its *Reply to Evergy Missouri West’s Response*, states as follows:

1. On May 29, 2025, Evergy Missouri West, Inc. d/b/a/ Evergy Missouri West (“EMW” or “Company”), the Staff (“Staff”) of the Public Service Commission (“Commission”), Renew Missouri (“Renew”), and Midwest Energy Consumers Group (“MECG”) signed the Stipulation and Agreement (“Agreement”) in this case. The Agreement supported the Commission granting EMW the authority to construct, install, own, operate, manage, maintain, and control two (2) solar generation facilities.

2. On June 5, 2025, the OPC wrote a Comment in respond to the Agreement. EMW filed *Evergy Missouri West’s Response to Public Counsel’s “Comment” Regarding the Unanimous Stipulation and Agreement* (“Response”) on June 10, 2025.

3. On Page 2 of the Response, the Company states “OPC is in no position to ‘reserve’ any argument ‘without the limitations of the agreement that it could have asserted[.]’”¹

4. The OPC acknowledges that the ¶ 3 of the Agreement states “The Signatories agree that EMW’s decision to construct, acquire and operate Sunflower Sky . . . and EMW’s decision to construct, acquire, and operate Foxtrot . . . are both prudent.”²

5. The Commission could approve the Agreement, in full, without making a determination of prudence, itself. Further, approving the Agreement without making a prudence determination appropriately settles this case and permits the projects to move forward. However, the Public Counsel cannot be bound by the Agreement as a non-signatory to it.

6. Furthermore, the OPC urges the Commission to deny Evergy’s characterization of “unanimous,” wherein a party not objecting to a stipulation and agreement automatically makes that party a signatory. This interpretation risks increasing litigation in front of the Commission, since parties who do not want to be bound by the stipulation would have to object.

7. Therefore, the OPC, again, reserves the right to challenge the Company’s ability to recover the cost of these generation assets through customer rates, without the limitations in the Agreement. Further, the Public Counsel requests that the

¹ *Evergy Missouri West’s Response to Public Counsel’s “Comment” Regarding the Unanimous Stipulation and Agreement*, p. 2, Case No. EA-2024-0292, EFIS Item No. 64 (June 10, 2025).

² *Unanimous Stipulation and Agreement*, p. 2 ¶3, Case No. EA-2024-0292, EFIS Item No. 62 (May 29, 2025) (.

Commission wait for Staff to do a full and fair accounting of these assets, with the full context of EMW's generation management, before determining prudence during EMW's next rate case.

WHEREFORE, the OPC respectfully submits this Reply to Evergy Missouri West's Response for Commission consideration.

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CERTIFICATE OF SERVICE

I hereby certify that copies of the forgoing have been mailed, emailed, or hand-delivered to all counsel of record this June 20th, 2025.

/s/ Anna Martin