

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service  
Commission held by telephone/internet  
audio conference on the 10<sup>th</sup> day of  
June, 2020.

In the Matter of the Joint Application	)	
of Evergy Metro, Inc. d/b/a Evergy	)	
Missouri Metro and Evergy Missouri	)	<b><u>File No. ET-2020-0133</u></b>
West, Inc. d/b/a Evergy Missouri West	)	
for a Variance from the Commission's	)	
Billing and Payment Standards	)	

**ORDER APPROVING STIPULATION AND AGREEMENT**

Issue Date: June 10, 2020

Effective Date: July 10, 2020

On November 12, 2019, Evergy Metro, Inc., d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc., d/b/a Evergy Missouri West (collectively Evergy) filed a request for a variance from the Commission's billing and payment standards. Evergy wants a waiver from the Commission requirement for residential bills stating the beginning and ending meter readings for customers who choose to use Time of Use (TOU) rates because those meter reads are not relevant to the bill under a TOU rate.<sup>1</sup>

On June 1, 2020, Evergy and the Commission's Staff filed a Stipulation and Agreement (Agreement). The Signatories state that the Office of the Public Counsel (OPC) does not object to the Agreement. In addition, more than seven days have passed since the agreement was filed, and no one has objected to it.

The Signatories agree that Evergy will collect interval and register reads for TOU customers, and that they will perform a monthly analysis on that information. Evergy will

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<sup>1</sup> Commission Rule 20 CSR 4240-13.020(9)(A).

also submit semiannual reports to Staff. Finally, Staff recommends that the Commission grant Evergy the waiver.

The Signatories agree that the Commission may resolve any part of this proceeding on the basis of a stipulation and agreement.<sup>2</sup> Since no party objects to the Agreement, the Commission will treat the Agreement as a unanimous stipulation and agreement.<sup>3</sup>

After reviewing the Agreement, the Commission finds and concludes that the Agreement is a reasonable resolution of the issues. The Commission will approve the Agreement.

**THE COMMISSION ORDERS THAT:**

1. The Stipulation and Agreement filed on June 1, 2020, is approved, and the signatories are ordered to comply with its terms. A copy of the Stipulation and Agreement is attached to this order and incorporated herein as if fully set forth.
2. Evergy Missouri Metro and Evergy Missouri West are granted a waiver from Commission Rule 20 CSR 4240-13.020(9)(A) for customers on a Time of Use rate.
3. Evergy Missouri Metro and Evergy Missouri West shall file tariffs to comply with the Stipulation and Agreement and with this order.
4. This order shall be effective on July 10, 2020.



**BY THE COMMISSION**

A handwritten signature in dark ink, reading "Morris L. Woodruff".

Morris L. Woodruff  
Secretary

Silvey, Chm., Kenney, Rupp, Coleman, and  
Holsman CC., concur.

Pridgin, Regulatory Law Judge

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<sup>2</sup> Commission Rule 20 CSR 4240-2.115(1)(B).

<sup>3</sup> Commission Rule 20 CSR 4240-2.115(2).

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

In the Matter of the Joint Application of                    )  
of Evergy Metro, Inc. d/b/a Evergy Missouri        )  
Metro and Evergy Missouri West, Inc. d/b/a        )                   File No. ET-2020-0133  
Evergy Missouri West for a Variance from the       )  
Commission’s Billing and Payment Standards       )

**STIPULATION AND AGREEMENT**

**COME NOW**, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“Evergy Missouri Metro”), Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West”) (collectively, the “Company”), and the Staff of the Missouri Public Service Commission (“Staff”) (collectively, “Signatories”) by and through their respective counsel, and for their Stipulation and Agreement (“Stipulation”), respectfully state to the Missouri Public Service Commission (“Commission”) as follows:

**BACKGROUND**

1. On November 12, 2019, the Company applied to the Commission for approval of an application for a waiver of a portion of Billing and Payment Standards found at 20 CSR 4240-13.020(9)(A) (“Application”).
2. On November 13, 2019, the Commission issued its *Order Directing Notice and Establishing Time for Responses* which set a deadline for interventions and a deadline for Staff to file its recommendation.
3. No other parties requested intervention by the November 23, 2019 Commission deadline.
4. On November 27, 2019, Staff filed for an extension to file its recommendation, which extension was granted by Commission order on December 9, 2019.

5. On February 26, 2020, Staff filed its Recommendation (“Recommendation”) indicating that the Commission should reject the requested variance.

6. On February 28, 2020, the Company filed a response to the Recommendation, indicating to the Commission that Staff and the Company were involved in ongoing and productive settlement negotiations concerning a possible resolution of this matter, and requesting that the Commission allow settlement discussions to continue.

7. On April 13, 2020, the Company filed a status report to update the Commission which indicated that the Company and Staff were still actively engaged in discussions concerning a possible resolution of this matter. The status report further indicated that discussions were constructive and continuing.

8. In light of the foregoing, the Signatories agree to the following:

### **AGREEMENTS**

9. The Company agrees to collect both interval and register reads for Time of Use (“TOU”) customers. The Company further agrees to perform an analysis monthly to identify any customers who have a difference of 18 or more kWh between the register read and the interval read. The Company shall complete a manual review of each customer account identified by the monthly analysis. The Company review may result in a billing adjustment to the customer’s bill.

10. Evergy Missouri Metro and Evergy Missouri West each agree to submit, separately, semiannual reports to Staff until the end of the true up period for each company’s next general rate case that provide:

- (a) A frequency distribution of customers per month in the applicable 6-month timeframe whose bills were adjusted for an interval metering difference of 18 or more kWh, and (ii) identify for each specific month the number of

customers adjusted that month that were also adjusted in the previous month; and

- (b) the number of customers per month in the applicable 6-month timeframe who have an interval metering difference of greater than the absolute value of 2 kWh but less than the absolute value of 18 kWh.

11. Staff agrees that the Commission should grant the Company's request for a waiver of the portion of Section 20 CSR 4240-13.020(9) (A) requested in the Company's Application.

### **GENERAL PROVISIONS**

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. No Signatory shall assert the terms of this agreement as a precedent in any future proceeding.

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 approved and adopted by the Commission, this Stipulation shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Stipulation and the operation of this Stipulation according to its terms.

16. 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.

17. 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 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 §536.500, 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.

18. The Office of the Public Counsel (“OPC”) has indicated that they do not oppose the Stipulation.

**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/ Robert J. Hack*

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**ATTORNEYS FOR EVERGY MISSOURI  
METRO AND EVERGY MISSOURI WEST**

*/s/ Jeffrey A. Keevil*

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**ATTORNEY FOR STAFF FOR THE  
MISSOURI PUBLIC SERVICE  
COMMISSION**

**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 1<sup>st</sup> day of June 2020.

*/s/ Robert J. Hack*

Robert J. Hack



**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 10<sup>th</sup> day of June 2020.**



  
**Morris L. Woodruff**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**June 10, 2020**

**File/Case No. ET-2020-0133**

**Missouri Public Service  
Commission**

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**Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).**

**Sincerely,**



**Morris L. Woodruff  
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.