

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service  
Commission held at its office in  
Jefferson City on the 31st day  
of July, 2025.

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 Authorizing It to     )  
Construct, Install, Own, Operate,     )  
Manage, Maintain and Control Two     )  
Solar Generation Facilities     )

**Case No. EA-2024-0292**

**ORDER APPROVING STIPULATION AND AGREEMENT AND  
GRANTING CERTIFICATES OF CONVENIENCE AND NECESSITY**

Issue Date: July 31, 2025

Effective Date: August 9, 2025

On October 25, 2024, Evergy Missouri West, Inc. d/b/a Evergy Missouri West filed an application (Application) requesting certificates of convenience and necessity (CCNs) authorizing it to construct, install, own, operate, manage, maintain, and control two solar generating facilities:

- 1) Sunflower Sky Solar Project, LLC (Sunflower Sky) – an approximately 65 megawatt (MW) solar farm to be located and constructed in Wilson County, Kansas; and
- 2) Foxtrot Solar Energy LLC (Foxtrot) – an approximately 100 MW solar farm to be located and constructed in Jasper County, Missouri (together, “Projects”).

Evergy Missouri West requested authority to complete the acquisition and mergers of the Sunflower Sky and Foxtrot entities into Evergy Missouri West. Also requested are variances from 20 CSR 4240-20.045(3)(C), (6)(I), and (6)(J), which would allow Evergy Missouri West to provide plans for restoration of safe and adequate service and as-built design drawings in a later submission. The Application also requested approval of a Green Solutions Connections Program. Finally, Evergy Missouri West requested that the Commission determine that the decision to acquire, construct, and operate the Projects is prudent under 20 CSR 4240-20.045(2)(C).

The Commission set a time for intervention requests and directed the Staff of the Commission (Staff) to file its recommendation. Renew Missouri, Midwest Energy Consumers Group (MECG), and Sierra Club all requested and were granted intervention.

On April 4, 2025, Staff filed its recommendation. Staff recommended approval of the Projects subject to seven recommended conditions. Staff also recommended approval of the requested rule variances. However, Staff recommended at that point against approval of the Green Solutions Connections Program and against approval of the request for decisional prudence.

The Commission ordered a procedural schedule, and the parties submitted pre-filed testimony, a list of issues, and statements of position. On May 23, 2025, the parties indicated they had reached an agreement in principle and jointly requested cancellation of the evidentiary hearing. The Commission granted the request and cancelled the remaining procedural schedule.

On May 29, 2025, Evergy Missouri West, Staff, MECG, and Renew Missouri (together, "Signatories") filed a *Unanimous Stipulation and Agreement* (Agreement).

Although not signatories, the Agreement asserts that Sierra Club and the Office of the Public Counsel (OPC) indicated they do not object to the Agreement.

Commission Rule 20 CSR 4240-2.115(2)(B)-(C) provides that if no party objects to a nonunanimous stipulation and agreement within seven days of its filing, the Commission may treat it as a unanimous agreement. OPC filed a comment relating to the Agreement to which Evergy Missouri West responded and OPC replied. The comment specifically stated that OPC does not object to the Agreement.<sup>1</sup> Since no party objected to the Agreement or requested a hearing, the Commission will treat the Agreement as unanimous.

### **The Agreement**

The Agreement was the result of negotiations among the Signatories. Some terms of the Agreement are confidential, and will not be restated in this order; however, both confidential and public versions of the Agreement are attached to this order.<sup>2</sup> The Agreement provides for granting of CCNs for Sunflower Sky and Foxtrot subject to fifteen conditions.

The conditions are detailed in the Agreement, and include items such as the provision of quarterly construction progress reports, capacity tests, and in-service criteria. The Agreement also stated that Evergy Missouri West will investigate solar grazing and will evaluate sharing land-use and conservation impact data.

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<sup>1</sup> *The Office of the Public Counsel's Comment Regarding the Stipulation and Agreement*, (filed June 6, 2025), para. 9.

<sup>2</sup> On July 2, 2025, Evergy Missouri West made a motion to make the cost estimates of the Projects public. No responses to the motion were received. Evergy Missouri West's motion is granted. The revised confidential version is attached to this order.

The Agreement also has several provisions related to the prudence of the Projects, including being subject to execution and cost prudence reviews, submission of justification of the economics of continuing or abandoning the Projects, and providing an analysis demonstrating that the tax strategy chosen for each Project was the most beneficial to customers. It also enumerates that budget deviations of over 5% of Project cost items, or 15% within the quarterly budget, shall require Evergy Missouri West to notify and explain the overage. The Agreement also provided that the Agreement does not prevent any party from arguing for disallowances related to managerial decision-making in the general rate proceeding in which a Project is requested to be included in rate base.

Lastly, the Signatories agreed that the Commission should authorize a subscription-based Green Solution Connections Program, which would offer eligible customers an opportunity to subscribe to a voluntary purchasing program for renewable energy.

## **Conclusion**

As the parties seek a Commission determination based on the submitted Agreement, the Commission will not make any findings of fact or conclusions of law and will instead base its decision on the Agreement.<sup>3</sup> After reviewing the pleadings and the Agreement, the Commission determines that its terms are a reasonable resolution of the issues addressed by the Agreement. Further, the Commission determines that the grant of this certificate with the terms and conditions set out in the Agreement is “necessary or

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<sup>3</sup> Section 536.060, RSMo (2016) allows for disposition of contested cases through stipulation; Section 536.090, RSMo (2016) states that cases disposed of by stipulation do not require findings of fact and conclusions of law.

convenient for the public service.”<sup>4</sup> The Commission will approve the Agreement and will order the Signatories to comply with the terms of the Agreement.

The Commission also finds it reasonable to make this order effective in less than 30 days.

**THE COMMISSION ORDERS THAT:**

1. The Agreement filed on May 29, 2025, is approved. The Signatories are ordered to comply with the terms of the Agreement. A copy of the Agreement is attached to this order.

2. Evergy Missouri West is granted a certificate of convenience and necessity to construct, install, own, operate, maintain, and otherwise control and manage the Sunflower Sky project, subject to the conditions set forth in the Agreement.

3. Evergy Missouri West is granted a certificate of convenience and necessity to construct, install, own, operate, maintain, and otherwise control and manage the Foxtrot project, subject to the conditions set forth in the Agreement.

4. Evergy Missouri West is granted authority to engage in the transactions by which it will construct and finance the Projects as set out in the Agreement.

5. Evergy Missouri West is authorized to provide a subscription-based Green Solution Connections Program offering eligible customers an opportunity to subscribe to a voluntary purchasing program for renewable energy attributes as set out in the Agreement.

6. This order will become effective on August 9, 2025.

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<sup>4</sup> Section 393.170, RSMo (Supp. 2024).



**BY THE COMMISSION**

*Nancy Dippell*

Nancy Dippell  
Secretary

Hahn, Ch., Coleman, Kolkmeier,  
and Mitchell CC., concur.

Dippell, Chief Regulatory Law Judge

**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 Convenience and Necessity )  
Authorizing It to Construct, Install, Own )  
Operate, Manage, Maintain, and Control )  
Two Solar Generation Facilities )

**File No. EA-2024-0292**

**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”), Midwest Energy Consumers Group (“MECG”), and Renew Missouri Advocates (“Renew Missouri”) (individually “Signatory” and collectively “Signatories”) and agree to a *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 EMW certificates of convenience and necessity (“CCNs”) under subsection 1 of Section 393.170<sup>1</sup> authorizing EMW to construct, install, own, operate, maintain, and otherwise control and manage the (1) Sunflower Sky Solar Project, LLC (“Sunflower Sky”), an approximately 65 megawatt (“MW”) solar farm located and to be constructed in Wilson County, Kansas; and (2) Foxtrot Solar Energy LLC (“Foxtrot”), an approximately 107 MW solar farm (100 MW base plus 7 MW of flex-up capacity) located and to be constructed in Jasper County, Missouri (together, the “Facilities” or “Projects”), along with all

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<sup>1</sup> All statutory references are to the Missouri Revised Statutes (as amended).

existing facilities, structures, fixtures, and other equipment related to the Facilities with the terms and conditions as agreed to in this settlement agreement.

2. The Commission should grant EMW authority to enter into the proposed transactions and, in the case of the Foxtrot solar facility, authorize EMW to complete the transactions by which it will construct and finance the Foxtrot solar facility pursuant to the Build Transfer Agreement (“BTA”)<sup>2</sup> with Invenergy Renewables, LLC, and then immediately effect a short-form merger and consolidation of each Facility with and into EMW. The Commission may provide whatever other relief or authority it deems necessary to allow the Company to complete the transactions as proposed.

3. The Signatories agree that EMW’s decision to construct, acquire and operate Sunflower Sky by May 15, 2027, for \$128.8 million (excluding AFUDC), at approximately 65 megawatts, with the expected ability to utilize either production tax credits (“PTCs”), investment tax credits (“ITCs”), and/or Clean Electricity Low-Income Communities Bonus Credit Amount Program, as contemplated by the 2022 Inflation Reduction Act (“IRA”), and EMW’s decision to construct, acquire, and operate Foxtrot by May 15, 2027 for \$213.8 million (excluding AFUDC) at approximately 107 megawatts (100 MW base plus 7 MW of flex-up capacity), with expected ability to utilize either PTCs, ITCs, and/or Clean Electricity Low-Income Communities Bonus Credit Amount Program, are both prudent.

4. Nothing in this settlement agreement prevents any party from arguing for disallowances for the Facilities in the general rate proceeding in which EMW requests Facility inclusion in rate base related to managerial decision-making for the Facilities from the date of this agreement.

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<sup>2</sup> The BTA is attached to the Direct Testimony of Company witness John Carlson filed in this docket.



5. The Signatories agree that the CCNs referenced in Paragraph 1 should be subject to the following conditions. This agreement only applies to the Facilities, and not to other current or future generation resources:

a. EMW will work with Staff to create a format for quarterly construction progress reports for the Facilities. Reporting shall include, but not be limited to, quarterly progress reports on permitting, plans, specifications, and construction progress for the Projects, cost and project milestone updates, and impacts from any legislative or executive actions including any such actions related to the imposition of tariffs. The first report shall be due on the first day of the first calendar quarter beginning after the CCNs are issued.

b. EMW shall file with the Commission a site-specific Emergency Action Plan Operations and Maintenance Plan for the Facilities within 60 days of their being placed in service.

c. EMW shall utilize the in-service criteria in the attached Confidential Schedule 1. \*\*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] \*\*

- d. That amounts spent in excess of the cost estimate(s) in Paragraph 3 above will be subject to execution and cost prudence review in the general rate 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 Projects' costs) was prudently incurred and is just and reasonable to recover from EMW customers.
- e. Within thirty (30) days following the resolution of issues at the federal level related to the IRA provisions applicable to the Facilities, as referenced in Paragraph 3, the Company shall make a compliance filing with the Commission justifying the economics and prudence of continuing with the Facilities, or informing the Commission that it will abandon the Projects and how it will address any customer impacts of the costs of abandonment. The Company shall make this filing pursuant to any federal action regarding the provisions of the IRA applicable to the Facilities. Parties to this docket may file comments within thirty (30) days of the Company's filing.
- f. In any future rate case where either of the Projects is proposed to be included in rate base, the Company shall provide the analysis demonstrating that the tax strategy ultimately chosen for each solar Project was the most beneficial to customers.

- g. The Company shall provide notice in this docket of which tax credit it has elected to utilize for each Project within five business days of when that decision is made.
- h. EMW confirms with the Signatories that it intends to seek PISA treatment for the Facilities, as authorized under Section 393.1400.
- i. The Company will investigate the feasibility of introducing solar grazing as an operating and maintenance (“O&M”) feature of these Facilities and will file the results of such study in this docket with the Commission no later than six months after Commission grants CCNs to the Facilities.
- j. The Company commits to solicit feedback from any organization listed under Subparagraph 5(l) below and evaluate sharing land-use and conservation impact data with the non-profit Renewable Energy Wildlife Institute’s (“REWI”) SolSource Database. The Company will notify parties within 6 months of a Commission Order on the results of its evaluation and decision regarding participation with SolSource Database.
- k. The Company will solicit feedback and recommendations from the U.S. Fish and Wildlife Service, the Missouri Department of Conservation, and the Kansas Department of Health and Environment on both the solar grazing study and types of data for SolSource Data sharing.
- l. If the Company decides to participate in the SolSource Database, it commits to meet with the OPC and Staff annually for the next three years to provide updates on the Company’s experience and the effectiveness of implementing solar grazing at the sites of the Facilities.

- m. EMW shall provide the Signatories with notification and explanation for any budget deviations of over 5% (including draws on contingency) on Project cost items including the BTA Agreement, SPP network upgrades and interconnection facilities, and associated key procurement items (KPI) for Foxtrot, and the panel supply, SPP network upgrades and interconnection facilities, substation costs, and engineering, procurement and construction (“EPC”) agreement for Sunflower Sky, or 15% of the planned spend within the quarterly budget (including draws on contingency).
  - (1) The Company shall provide a detailed reconciliation of budget and actual spend as of the cut-off date for Staff’s direct filing (update) and the true-up cut-off date in any rate case in which the Company requests cost recovery of the Facilities.
- n. To the extent commercially available, EMW agrees to increase the inverter warranty period from 5 years to 10 years for the Facilities. The total cost estimates identified in Paragraph 3 above include an additional \$1.3 million for the Foxtrot solar facility and additional \$900,000 for Sunflower Sky solar facility for each to have a 10-year warranty period.
- o. Regarding the BTA for Foxtrot, the EPC agreement for Sunflower Sky, and relevant equipment supply contracts, the Company will include cybersecurity and supply chain risk management clauses consistent with NERC CIP requirements and industry standard practices to provide commercially reasonable assurance that no unauthorized foreign

communication devices are attached to the Facilities. Furthermore, EMW agrees to file the relevant portions of these contracts in this docket at least two weeks prior to the Facilities' in-service date(s).

6. The Signatories agree that the Commission should authorize a subscription-based Green Solution Connections Program ("Program") which offers eligible customers an opportunity to subscribe to a voluntary purchasing program for renewable energy attributes in which Phase 1 of the program would be supported by the Facilities. The Signatories agree to continue to work on the details of the Program and to file specimen tariffs in this docket for Commission approval at least six months prior to the expected completion of construction for the Facilities.

### **GENERAL PROVISIONS**

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

- The Office of the Public Counsel; and
- Sierra Club

**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 29<sup>th</sup> day of May 2025.

*/s/ Roger W. Steiner*

\_\_\_\_\_  
Attorney for Evergy Missouri West

**SCHEDULES 1 AND 2  
CONTAIN CONFIDENTIAL  
INFORMATION  
NOT AVAILABLE TO THE PUBLIC.  
  
ORIGINALS FILED UNDER SEAL.**

**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 31<sup>st</sup> day of July 2025.**



*Nancy Dippell*

**Nancy Dippell**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**July 31, 2025**

**File/Case No. EA-2024-0292**

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

**Sincerely,**



**Nancy Dippell  
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.