

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

In the Matter of the Application of Evergy)
Missouri West, Inc. d/b/a Evergy Missouri)
West For Approval of an Amendment to)
Nucor Steel Sedalia, LLC Agreement) No. EO-2026-0129

NON-UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW, Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”), (collectively the “Company”) and Nucor Steel Sedalia, LLC (“Nucor”) (individually “Signatory” and collectively “Signatories”) and agree to a *Non-Unanimous Stipulation and Agreement* (“Agreement”) that resolves all pending issues in this docket, as stated below.

STIPULATION AND AGREEMENT

1. The Signatories agree to the following terms as set forth below regarding the Company’s request for Nucor, at its discretion, to participate in any demand response programs offered by Evergy, including Missouri Energy Efficiency Investment Act (“MEEIA”) demand response programs. The Signatories agree to support or not oppose all Commission rule variances needed for the Agreement and terms listed below.

2. **SIL contract amendment:** The Signatories agree to insert language in Nucor SIL contract amendment stating the approval of the amendment by the Missouri Public Service Commission (“Commission”) is conditional for 2027.¹

- If a financial analysis of Nucor’s participation in Business Demand Response shows net benefit to all customers, Commission approval of this settlement and contract amendment will be automatically extended for the

¹ Said language shall read as follows:

Section 10.5 Subject to Non-Unanimous Stipulation and Agreement

This First Amendment is conditional for 2027 subject to the terms of the Non-Unanimous Stipulation and Agreement between the Parties dated May 18, 2026.

term of the SIL contract term (currently thru 2029), or any authorized extension.

- Financial analysis to include a comparison of benefits created by SPP accredited kW from Nucor's participation (utilizing MEEIA Cycle 4 avoided costs) compared to the cost of Nucor's participation.
- If a financial analysis shows a net cost to customers, the Commission approval of the Nucor SIL contract amendment will expire at end of 2027.

3. **SIL contract interaction:** Nucor will continue to be served under the provisions of the existing SIL tariff rate inclusive of all existing rate payer protections.

4. **MEEIA Business Demand Response (BDR) pay for performance:** Nucor will only be paid for kW reduced, consistent with the terms of the MEEIA BDR program and other MEEIA BDR participants, at the BDR contractual rate based on the final EM&V kW achieved values that align with Southwest Power Pool accreditation for BDR.

5. **MEEIA BDR independent evaluation:** MPSC Staff EM&V evaluator will conduct 2027 performance measurement in accordance with Demand Response best practices for measurement (e.g., generally accepted baseline methodologies).

6. **MEEIA Demand Response scale limitation:** Nucor kW contributed to EMW BDR goals will not be greater than 30% of final EM&V values. If higher than 30%, Nucor will receive full compensation for their measured performance, but EMW earnings opportunity will be reduced to reflect only 30% of portfolio.

7. **MEEIA Demand Response earnings opportunity (EO) threshold:** Any Nucor kW contributed to EMW 2027 demand response goals will not count towards Evergy meeting the 65% threshold of goal for EO to be vested.

GENERAL PROVISIONS

8. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above and represents a settlement on a mutually agreeable outcome

without resolution of specific issues of law or fact. 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 these or any other proceeding, regardless of whether this Agreement is approved.

9. 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 these proceedings should the Commission decide not to approve this Agreement, or in any way condition its approval of same.

10. 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.

11. 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.

12. 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.

13. 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 RSMo. §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.

14. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues in this case 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 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. These waivers apply only to a Commission order approving this Agreement without condition or modification issued in these proceedings and only to the issues that are resolved hereby. They do not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

15. 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 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

Roger W. Steiner, MBN 39586
Cole Bailey MBN 77628
Evergy, Inc.
1200 Main – 17th Floor
Kansas City, Missouri 64105
Phone: (816) 556-2314
roger.steiner@evergy.com
cole.bailey@evergy.com

Jacqueline M. Whipple, MBN 65270
D. Michael Robinson, MBN 73482
Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111
Phone: (816) 460-2400
Fax: (816) 531-7545
jacqueline.whipple@dentons.com
michael.robinson@dentons.com

**COUNSEL FOR EVERGY MISSOURI
WEST**

/s/ Marc H. Ellinger

Marc H. Ellinger, #40828
Ellinger Bell
308 East High Street, Suite 300
Jefferson City, MO 65101
Telephone: (573) 750-4100
Facsimile: (314) 334-0450
E-mail: mellinger@ellingerlaw.com

/s/ Michael K. Lavanga

Michael K. Lavanga
Joseph R. Briscar
Stone Mattheis Xenopoulos & Brew, PC
1025 Thomas Jefferson Street, N.W.
Suite E-3400
Washington, D.C. 20007
(202)342-0800
mkl@smxblaw.com
jrb@smxblaw.com

COUNSEL FOR NUCOR

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 18th day of May 2026.

/s/ Roger W. Steiner

Attorney for Evergy Missouri West