

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

In the Matter of the Application of Evergy)
Metro, Inc., d/b/a Evergy Missouri Metro)
for Permission and Approval of) Case No. EA-2026-0154
Certificates of Convenience and Necessity)
Authorizing them to Construct, Install,)
Own, Operate, Manage, Maintain, and)
Control Natural Gas Electrical Production)
Facilities)

NON-UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“EMM” or the “Company”), Staff (“Staff”) for the Missouri Public Service Commission (“Commission”), Renew Missouri Advocates d/b/a Renew Missouri (“Renew Missouri”), and Midwest Energy Consumers Group (“MECG”) (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:
2. The Commission should grant Evergy Metro, Inc., d/b/a Evergy Missouri Metro (“EMM” or “Company”) a certificate of convenience and necessity under Section 393.170.1¹ and 393.135.2, 20 CSR 4240-2.060 and 20 CSR 4240-20.045 authorizing the Company to construct, install, own, operate, maintain, and otherwise control and manage:
 - a. 100% of a 440 MW simple-cycle gas turbine (“SCGT”) generating facility, known as the Mullin Creek #2 Energy Center (“Mullin Creek #2” or “Facility”) located in Nodaway County, Missouri.

¹ All statutory citations are to the Missouri Revised Statutes (2016), as amended.

3. Signatories agree that EMM's request for a finding of decisional prudence should be granted in regards to the generation type (fuel type) as to its decision to construct, acquire, own and operate Mullin Creek #2.

4. That the cost estimate for 100% of the Mullin Creek #2 plant should be established as ** [REDACTED] ** (excluding AFUDC and the effect of any CWIP allowed in rate base);

- a. If the total cost of Mullin Creek #2 changes by more than 15% of the project cost estimate presented in the direct testimony of Company witness Kyle Olson, EMM shall notify the Commission in this docket, and provide a description of the change in cost, the reason for the cost increase and how EMM attempted to mitigate that cost change.
- b. AFUDC will accrue on Mullin Creek #2 project expenditures from July 21, 2025, up until either the date the expenditures are included in rate base through CWIP inclusion (January 6, 2027), or through its expected in-service date of October 31, 2030.

5. That the Commission establish a compliance docket associated with this case and require EMM to file quarterly progress reports for the project. EMM shall use the same reporting template used for Mullin Creek #1 in Docket No. EO-2026-0031, modified in collaboration with Staff to update the template for Mullin Creek #2 (the two units hereafter referred to as the "Facilities"), and submitted to the Commission prior to initiating compliance reports. Such reports will be filed in the compliance docket referenced above and be due on the 10th day of the second month following the end of a quarter, starting with the first filing occurring following the first calendar quarter beginning after the CCN is issued. Quarterly reporting shall also include, but not be limited to:

- a. Construction updates including permitting; plans; specifications; construction progress; major equipment delivery; safety; costs (including cost increases and overruns); project milestone updates; supply chain issues; delays and duration of delays; anticipated future issues with the anticipated impact; and impacts from legislative or executive actions including tariffs.
- b. Pipeline lateral updates including all necessary regulatory permits and approvals; plans; specifications; drawings (including the pipeline route); the start of construction; construction (including delays or changes to the anticipated in-service date with a discussion of any impacts to the Project); completion of construction; and placed in-service.
- c. Budget reports by construction component/category consistent with the categories identified in the Summary Project Cost Report Table 3.3 of the quarterly reports submitted in Docket No. EO-2026-0031, and, if applicable, projections of impacts on costs for fuel, material, or equipment that may exceed any estimated contingency accounts.

6. That EMM shall use the in-service criteria provided by Staff witness Brodrick Niemeier in Schedule BAN-r2 (which is based on that of Mullin Creek #1) for determining whether Mullin Creek #2 is fully operational and used for service.

7. That EMM shall file in the compliance docket an overview of a site-specific Emergency Action Plan as well as an Operations and Maintenance Plan for the Project within ninety (90) days prior to the date that the Project will be placed in-service. EMM shall file in the

compliance docket a final site-specific Emergency Action Plan as well as a final Operations and Maintenance Plan for the Project within sixty (60) days of the Facility being placed in service.

8. That the Commission should grant Evergy's requested variance from 20 CSR 4240-20.045(3)(C), (6)(I), and (6)(J) to provide the plans pursuant to paragraph 7 of this agreement.

9. Evergy shall consider alternative battery configurations such as a 6- or 8-hour type in future IRP analysis until Evergy files its first IRP pursuant to Section 393.1900 RSMo. In addition, the Company commits to developing, within the next 12 months, a plan identifying potential opportunities for additional customer-sited non-thermal capacity resources. The Company will present the plan to stakeholders for discussion and evaluation of implementation feasibility, deployment considerations, and potential next steps.

10. EMM should be required to collaborate with Staff and OPC during the development of a Natural Gas Fuel Supply Plan², and to file the results of the plan as a compliance filing in the compliance docket. The filing of such a plan, along with any collaborative meetings would not imply pre-approval or prudence review acquiescence regarding the initial plan or any updates or changes. Thereafter, until the time Mullin Creek #2 is placed in service³, EMM should

² This Natural Gas Fuel Supply Plan is the name of the new comprehensive plan going forward that is being developed and will be used by all Evergy utilities. Evergy anticipates filing this comprehensive plan prior to the end of 2026. This plan will include sections that incorporates information from the following existing plans: 1) information included in the existing BPM (Bulk Power Marketing) (acronym definition) 020 Policy – Forward Physical Natural Gas Fuel Supply Plan for Evergy Missouri West; 2) the information included in the existing BPM 021 Policy – Forward Physical Natural Gas Fuel Supply / Power Supply Policy for Evergy Kansas Metro and Evergy Kansas Central; 3) the information included in the existing BPM 022 Policy – Forward Physical Natural Gas Fuel Supply / Power Supply Policy for Evergy Missouri Metro; and 4) details found in the initial Natural Gas Fuel Supply Plan filed (EO-2026-0031) in compliance with Case No. EA-2025-0075 and in materials provided to Staff on August 24, 2026 regarding the natural gas fuel supply plan for new CCGTs. Note that this Natural Gas Fuel Supply Plan being developed is inclusive of the items referenced in Paragraphs 16 & 17 of the May 29, 2025, Stipulation & Agreement approved by the Commission on July 31, 2025, in Case No. EA-2025-0075.

³ Mullin Creek #2 will be addressed by the approach described in the existing BPM 022 Policy referenced in Footnote 1.

be required to meet annually with Staff and OPC to discuss potential revisions to the Natural Gas Fuel Supply Plan.

11. No later than 2 years prior to the in-service date of any of the Facilities, the Company will file a case that addresses forward natural gas supply plans, in light of the current circumstances, gas commodity prices and volume risks, and the new load of the Facilities. This Natural Gas Fuel Supply Plan shall be filed in the annual compliance filing referenced above, as well as any subsequent updates to the plan. The Natural Gas Fuel Supply Plan shall include the Mullin Creek plant, as it includes all of Evergy's natural gas generation, that is the subject of this case. The filing of such a plan, along with any collaborative meetings would not imply pre-approval or prudence review acquiescence regarding the initial plan or any updates or changes.

12. As it relates to Mullin Creek #1 and Mullin Creek #2, EMM shall file in the compliance docket copies of all natural gas transportation arrangements within thirty (30) days of the agreements being finalized and executed. The agreements should include, at a minimum, copies of the precedent agreement, transportation agreements, all interstate and intrastate pipeline evaluations and documentation related to the mainline transportation and any laterals, and all Evergy gas procurement supply/transportation evaluations.

13. Company will file the finalized Engineering, Procurement, and Construction ("EPC") Statement of Work ("SOW") in the compliance docket within 30 days of being executed.

14. Company will provide notification in the compliance docket and share supporting contract documentation (including all terms) to Staff of additional capacity purchases for planning seasons prior to the Project being placed in-service that were not in the 2026 IRP preferred plan.

15. Company will file the Generator Interconnection Agreement in the compliance docket within 30 days of execution.

16. Company will make a filing in the compliance docket to provide a statement affirming that all required permitting has been received for operating and tuning on back-up fuel.

17. Company will provide notification through a separate filing in EFIS when a gas unit above 100 MW cannot operate due to fuel availability. EMM will report this outage as part of 20 CSR 4240-3.190 (4)(A)3.

18. The Company shall complete plans for ensuring the delivery, storage, and uploading of the liquid fuel back-up within 60 days of the Facility being placed in service.

19. The Company shall evaluate contingency plans consistent with Mr. Sommerer's testimony⁴. EMM shall evaluate the cost of owning and operating its own lateral to supply natural gas to Mullin Creek if the transportation rate on the lateral exceeds \$0.135/MMBTu and file such evaluation in this case.

20. EMM shall work with Staff and other stakeholders to determine appropriate FAC treatment associated with the direct assignment of Mullin Creek #2 to Every Metro's Missouri operations and how those calculations will be made in a rate case, prior to implementation of its Mullin Creek #2 in service date. EMM will provide its proposed treatment to Staff and other signatories no later than January 1, 2028. In the event there is a gap between the effective date of EMM's next general rate case, and the Mullin Creek #2 in service date, EMM shall treat all Mullin Creek #2 fuel and purchased power costs and associated revenues, similar to Missouri specific SO2 amortization, with a gross up factor for Missouri only costs and revenues, until a better solution can be vetted and worked through before the conclusion of the next general rate case. EMM shall also add the word "or revenues" to the definition on the current FAC tariff Sheet No. 50.36 in its current general rate case, and it should read as follows:

⁴ Rebuttal Testimony of David Sommerer, page 5, lines 16-17.

- a. Any cost or revenues identified above which are Missouri-only shall be grossed up by the current kWh energy factor, included in the ANEC calculation and allocated as indicated in component J below. Any cost identified above which is a Kansas-only cost shall be excluded from the ANEC calculation.

21. As-built drawings shall be provided in the compliance docket within 60 days of Mullin Creek #2 entering service.

22. Future IRP analysis until EMM files its first IRP pursuant to Section 393.1900 should not constrain the model to build ½ CC per year.

GENERAL PROVISIONS

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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

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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 2nd day of October 2026.

/s/ Roger W. Steiner

Attorney for Evergy Missouri Metro