

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

In the Matter of the Second Prudence)
Review of the Missouri Energy Efficiency)
Investment Act (MEEIA) Cycle 2 Energy) **File No. EO-2020-0227**
Efficiency Programs of Evergy Metro, Inc.)
d/b/a Evergy Missouri Metro)

In the Matter of the Second Prudence)
Review of the Missouri Energy Efficiency)
Investment Act (MEEIA) Cycle 2 Energy) **File No. EO-2020-0228**
Efficiency Programs of Evergy Missouri) (consolidated)
West, Inc. d/b/a Evergy Missouri West)

UNANIMOUS PARTIAL STIPULATION AND AGREEMENT

COME NOW Staff of the Missouri Public Service Commission (“Staff”); 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”, referenced together with Evergy Missouri Metro as “Evergy” or “Company”); and the Office of the Public Counsel (“OPC”) (collectively the “Signatories”), and present to the Missouri Public Service Commission (“Commission”) for approval this Unanimous Partial Stipulation and Agreement (“Stipulation”) commemorating certain agreements between the Signatories in these consolidated cases. In support of this Stipulation, the Signatories respectfully state as follows:

BACKGROUND

1. On June 30, 2020, in Case Nos. EO-2020-0227 and EO-2020-0228¹, Staff filed its *Reports of Second Prudence Review of Cycle 2 Costs Related to the Missouri Energy Efficiency Investment Act* for Evergy Missouri Metro and Evergy Missouri West.

¹ These cases were subsequently consolidated by order of the Commission issued on August 5, 2020, with File No. EO-2020-0227 as the lead case.

In those Staff Reports, Staff recommended certain disallowances related to (1) administrative expenses and (2) demand response. Evergy submitted a Request for Hearing on July 7, 2020. The Signatories have continued discussions in an effort to resolve this matter, either in whole or in part. As a result of these discussions, the Signatories have agreed to a compromise position regarding the amount of adjustment related to the proposed disallowances related to administrative expenses recommended by Staff² to be made to the DSIM Rate of both Evergy Missouri Metro and Evergy Missouri West. The Signatories further agree that this Stipulation does not resolve the issues related to demand response and Staff's recommended disallowances related to demand response or any separate recommended disallowances proposed by OPC witness Dr. Geoff Marke, and that those issues remain for hearing.

SPECIFIC TERMS AND CONDITIONS

2. Disallowance. In light of the foregoing, the Signatories to this Stipulation agree that, in its next Demand Side Investment Mechanism Rider Schedule DSIM filing to adjust its DSIM Rates, Evergy Missouri Metro shall include a \$10,000 credit to customers as an "Ordered Adjustment" in the "Net Ordered Adjustment" component of its DSIM Rate calculation and Evergy Missouri West shall include a \$5,000 credit to customers as an "Ordered Adjustment" in the "Net Ordered Adjustment" component of its DSIM Rate calculation.

² For purposes of this Stipulation and Agreement, the proposed disallowances related to administrative expenses which are resolved by this Stipulation and Agreement are limited to those recommended by Staff witness Cynthia M. Tandy associated with Conferences and Meetings; Cycle 3 Expenses; Memberships/Sponsorship/Assn. Fees; and Other Expenses; and does not speak to OPC witness Geoff Marke's proposed administrative expense disallowances.

3. Costs Attributable to Future MEEIA Cycles. The Signatories agree that Evergy will defer the recovery of costs attributable to subsequent MEEIA filings to the respective future MEEIA Cycle with which those costs are associated (for example, costs attributable to the preparation of MEEIA Cycle 4 that occur during the time frame of MEEIA Cycle 3 will be deferred to MEEIA Cycle 4 for recovery).

4. Conference and Membership Costs. The Signatories agree that in MEEIA Cycle 3 and going forward, Evergy shall only seek recovery of costs associated with conferences and memberships through DSIM Rates if those costs would not be incurred but for the Company's offering of MEEIA programs. Evergy shall provide Staff justification to support its claim that these costs would not be incurred but for the Company's offering of MEEIA programs.

GENERAL PROVISIONS

5. This Stipulation is intended to relate *only* to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. No Signatory will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this Stipulation except as otherwise specifically set forth herein. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this Stipulation in any other proceeding, regardless of whether this Stipulation is approved.

6. This Stipulation has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve this Stipulation, or approves it with modifications or conditions to which a Signatory objects, then this Stipulation shall be null and void, and no Signatory shall be bound by any of its provisions.

7. If the Commission does not approve this Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, 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 Section 536.090 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and 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 or 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 further purpose whatsoever.

8. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2000; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to the reading of the transcript by the Commission pursuant to

Section 386.080.2 (RSMo 2000); (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and (5) their respective rights to judicial review pursuant to Section 386.510. These waivers apply only to a Commission order respecting this Stipulation in this above-captioned consolidated proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

9. The Signatories shall also have the right to provide, at any agenda meeting at which this Stipulation is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Signatories shall, to the extent reasonably practicable, provide the other Signatories with advance notice of the agenda meeting for which the response is requested. The Signatories' oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

10. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

11. 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.

12. The Signatories agree that this Stipulation should be received into the record without the necessity of any witness taking the stand for examination unless the Commission has questions concerning the issues resolved by this Stipulation.

WHEREFORE, the Signatories respectfully request that the Commission approve this Stipulation and grant such other and further relief as it deems just and equitable.

Respectfully submitted,

/s/ Caleb Hall

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**Attorney for the Staff of the
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Commission**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail to counsel of record as reflected on the certified service list maintained by the Commission in its Electronic Filing Information System on this 8th day of January, 2021.

/s/ Jeffrey A. Keevil