

**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 393.170¹ 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

¹ 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”)² 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 ** [REDACTED] **, 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 ** [REDACTED] [REDACTED] ** 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.

² 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 29th 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.**

**Evergy Metro, Inc. d/b/a Evergy Missouri Metro and
Evergy Missouri West, Inc. d/b/a Evergy Missouri West**

Docket No.: EA-2024-0292

Date: May 29, 2025

CONFIDENTIAL INFORMATION

The following information is provided to the Missouri Public Service Commission under CONFIDENTIAL SEAL:

Document/Page	Reason for Confidentiality from List Below
Non-Unanimous Stipulation and Agreement, p. 2, para. 3	3, 4, 5, and 6
Non-Unanimous Stipulation and Agreement, p. 3, para. 5.c.	3, 4, 5, and 6
Confidential Schedules 1 and 2	3, 4, 5, and 6

Rationale for the “confidential” designation pursuant to 20 CSR 4240-2.135 is documented below:

1. Customer-specific information;
2. Employee-sensitive personnel information;
3. Marketing analysis or other market-specific information relating to services offered in competition with others;
4. Marketing analysis or other market-specific information relating to goods or services purchased or acquired for use by a company in providing services to customers;
5. Reports, work papers, or other documentation related to work produced by internal or external auditors, consultants, or attorneys, except that total amounts billed by each external auditor, consultant, or attorney for services related to general rate proceedings shall always be public;
6. Strategies employed, to be employed, or under consideration in contract negotiations;
7. Relating to the security of a company's facilities; or
8. Concerning trade secrets, as defined in section 417.453, RSMo.
9. Other (specify) _____.

Should any party challenge the Company’s assertion of confidentiality with respect to the above information, the Company reserves the right to supplement the rationale contained herein with additional factual or legal information.