



**Regulatory Affairs Department**

**Darrin R. Ives**  
Senior Vice President,  
Regulatory & Government Affairs  
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November 7, 2025

Matt England  
President and CEO  
Triumph Foods  
5302 Stockyards Expressway  
Saint Joseph, MO, 64504

Dear Mr. England:

This letter agreement serves to document the approval by Triumph Foods ("Triumph Foods") of a Stipulation and Agreement ("Stipulation") with Evergy Missouri West, Inc. d/b/a Evergy Missouri West ("EMW") regarding a rate increase for steam service provided to EMW's steam customers. A copy of the Stipulation is attached to this letter agreement as Exhibit 1.

In furtherance of EMW obtaining the Missouri Public Service Commission's ("Commission") approval of the Stipulation in File No. HR-2026-0109, Triumph Foods hereby authorizes EMW to represent that Triumph Foods supports and approves the Stipulation and agrees that EMW shall submit the Stipulation on its behalf to the Commission for approval.

Execution of this letter agreement by an authorized representative of Triumph Foods evidences the agreement of Triumph Foods to the terms of the attached Stipulation. Please return an executed copy of this letter to me.

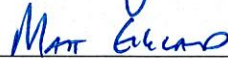
Sincerely,

  
Darrin R. Ives

Signed: \_\_\_\_\_



Name: \_\_\_\_\_



Title: \_\_\_\_\_

  
President; CEO



BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

In the Matter of Evergy Missouri West, Inc. d/b/a )  
Evergy Missouri West's Request for Authority to ) Case No. HR-2026-0109  
Implement A General Rate Increase for Steam/Heat )  
Service )

**STIPULATION AND AGREEMENT**

COMES NOW, Evergy Missouri West, Inc. d/b/a Evergy Missouri West ("EMW"), by and through counsel, and for this Stipulation and Agreement ("Stipulation")<sup>1</sup>, respectfully states as follows to the Missouri Public Service Commission ("Commission"):

**BACKGROUND AND AGREEMENTS**

1. EMW is initiating a new docket to request authorization to implement new Industrial Steam rates. EMW and its Industrial Steam Customers, AG Processing, Inc. ("AGP"), Triumph Foods, LLC ("Triumph"), Albaugh LLC ("Albaugh"), Nestle Purina PetCare ("Nestle") and Omnium (Land O'Lakes Inc.) ("Omnium") have held discussions and negotiated and authorized the filing of this Stipulation and Agreement. EMW has been authorized by each of its steam customers to file this Stipulation and to represent that each customer supports its approval by the Commission. Collectively, EMW and all of its steam customers constitute Proponents of this Stipulation and are referred to as such herein. Although EMW has apprised Commission Staff ("Staff") of this Stipulation, Staff has not participated in the negotiations leading up to its filing.

2. The Proponents support EMW's request for Commission approval of a 10.2% or \$1,756,131 net revenue increase to be effective January 1, 2026, as reflected in the chart below:

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<sup>1</sup> This Stipulation sets forth the agreement reached among EMW and all of its steam customers – AG Processing, Inc. ("AGP"), Triumph Foods, LLC ("Triumph"), Albaugh LLC ("Albaugh"), Nestle Purina PetCare ("Nestle") and Omnium (Land O'Lakes Inc.) ("Omnium"). As stated in paragraph 1 herein, EMW has been authorized by each of its steam customers to file this Stipulation and to represent that each customer supports its approval by the Commission. Collectively, EMW and all of its steam customers constitute Proponents of this Stipulation and are referred to as such herein. Although EMW has apprised Commission Staff ("Staff") of this Stipulation, Staff has not participated in the negotiations leading up to its filing.



<b>Rate Design</b>	<b>Reserve Capacity Charge</b>	<b>First 300 MMBtu per reserved capacity</b>	<b>All over 300 MMBtu per reserved capacity</b>	<b>Total</b>
<b>Current Rates (\$/MMBtu)</b>	<b>\$ 466.56</b>	<b>\$ 6.0165</b>	<b>\$ 4.7159</b>	
<b>Current Base Revenue</b>	<b>\$ 2,390,094</b>	<b>\$ 9,136,549</b>	<b>\$ 5,690,299</b>	<b>\$17,216,941</b>
<b>Revenue Contribution Percentage</b>	<b>13.9%</b>	<b>53.1%</b>	<b>33.1%</b>	
<b>Revenue Increase</b>	<b>\$ 243,790</b>	<b>\$ 931,929</b>	<b>\$ 580,411</b>	<b>\$ 1,756,131</b>
<b>Revised Revenue</b>	<b>\$ 2,633,884</b>	<b>\$ 10,068,478</b>	<b>\$ 6,270,711</b>	<b>\$18,973,072</b>
<b>Revised Rates</b>	<b>\$ 514.15</b>	<b>\$ 6.6302</b>	<b>5.1969</b>	

The increase is based on and applied to actual revenues for the 12-months that ended June 30, 2024. The increase proposed includes no change to the QCA base rate.

3. The Proponents support EMW's request that the Commission order the filing of compliance tariff sheets substantially similar to those attached as Exhibit A for Commission-approval to be effective January 1, 2026.

#### **GENERAL PROVISIONS**

4. This Stipulation 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 Proponents of this Stipulation shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost-of-service methodology or determination, method of cost determination or cost allocation or revenue-related methodology.

5. This Stipulation is a negotiated settlement. Except as specified herein, the Proponents of this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (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 Stipulation, or in any way condition its approval of same. No Proponent shall assert the terms of this agreement as a precedent in any future proceeding.

6. This Stipulation has resulted from extensive negotiations among the Proponents, and the terms hereof are interdependent. If the Commission does not approve this Stipulation

unconditionally and without modification, then this Stipulation shall be void and no Proponent shall be bound by any of the agreements or provisions hereof.

7. This Stipulation embodies the entirety of the agreements between the Proponents in this case on the issues addressed herein and may be modified by the Proponents only by a written amendment executed or authorized in writing by all of the Proponents.

8. If approved and adopted by the Commission, this Stipulation shall constitute a binding agreement among the Proponents. The Proponents shall cooperate in defending the validity and enforceability of this Stipulation and the operation of this Stipulation according to its terms.

9. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) 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 Proponent has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2) the Proponents shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions, 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 purpose whatsoever.

10. If the Commission accepts the specific terms of this Stipulation without condition or modification, only as to the issues in these cases explicitly set forth above, the Proponents 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. This waiver applies only to a Commission order approving this Stipulation 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 Stipulation.

**WHEREFORE**, EMW respectfully requests the Commission to issue an order in this case approving the Stipulation 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 – 17<sup>th</sup> Floor  
Kansas City, Missouri 64105  
Phone: (816) 556-2314  
[roger.steiner@evergy.com](mailto:roger.steiner@evergy.com)  
[cole.bailey@evergy.com](mailto:cole.bailey@evergy.com)

James M. Fischer, MBN 27543  
Fischer & Dority, P.C.  
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Jefferson City, MO 65109  
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[jfischerpc@aol.com](mailto:jfischerpc@aol.com)

**ATTORNEYS FOR EVERGY MISSOURI  
WEST**

P.S.C. MO. No. 1 3rd4th Revised Sheet No. 2  
Canceling P.S.C. MO. No. 1 2nd3rd Revised Sheet No. 2  
For St. Joseph, MO & Environs

STEAM SERVICE  
STEAM

**AVAILABILITY:**

Available for firm service from the Company's facilities to customers located in the vicinity of Lake Road Generating Station who shall contract to use this service for continuous periods of not less than two (2) years.

**BASE RATE: (MO981)**

Net two parts

1. Reserved Capacity Charge:  
For all BTU of Reserved Capacity, per month, per million BTU  
.....\$514.15~~466.56~~

Plus

2. Energy Charge per million BTU:  
For the first 300 million BTU's per million BTU's of reserved capacity .....  
\$6.6302~~6.0465~~  
For all over 300 million BTU's per million BTU's of reserved capacity.....  
\$5.1969~~4.7159~~

**QUARTERLY COST ADJUSTMENT:**

The Energy Charge is subject to the Quarterly Cost Adjustment Rider.

**LICENSE, OCCUPATION, FRANCHISE OR OTHER SIMILAR CHARGES OR TAXES:**

See Company Rules and Regulations

**LATE PAYMENT CHARGE:**

See Company Rules and Regulations

**DETERMINATION OF RESERVED CAPACITY:**

The Reserved Capacity shall be the actual demand for the billing period but not less than eighty-percent (80%) of the highest actual demand established in the previous eleven (11) months, and in no case less than three (3) million BTU's per hour.

**SPECIAL RULES:**

The pressure, temperature and heat content of all service under this schedule shall be only as specified by the Company.

Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Issued: ~~December 4~~, 2025<sup>49</sup>  
Issued by: Darrin R. Ives, Vice President

Effective: ~~January 31~~, 2020<sup>06</sup>  
1200 Main, Kansas City, MO 64105



P.S.C. MO. No. 1 4th Revised Sheet No. 2  
Canceling P.S.C. MO. No. 1 3rd Revised Sheet No. 2  
For St. Joseph, MO & Environs

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Issued: \_\_\_\_\_, 2025  
Issued by: Darrin R. Ives, Vice President

Effective: \_\_\_\_\_, 2026  
1200 Main, Kansas City, MO 64105