

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

In the Matter of the Tariff Filings of Evergy Metro,)
Inc. d/b/a Evergy Missouri Metro) File No. ET-2025-0286
) Tracking No. JE-2025-0134

NON-UNANIMOUS STIPULATION AND AGREEMENT

COMES NOW, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“EMM” or the “Company”) and Renew Missouri Advocates (“Renew Missouri”) (individually “Signatory” and collectively “Signatories”) and agree to a *Non-Unanimous Stipulation and Agreement* (“Agreement”) that resolves the following issues in this docket, as stated below.

STIPULATION AND AGREEMENT

The Signatories agree to the following:

1. EMM shall implement Company method to provide access to Time of Use rates to residential net metering customers originally filed under JE-2025-0134. The Company method aligns with the method implemented for Evergy Missouri West customers as part of the *Unanimous Stipulation and Agreement and Report & Order* in ER-2024-0189. Similar to the position taken in ER-2025-0189, Staff (“Staff”) for the Missouri Public Service Commission (“Commission”) does not agree with this approach, but due to the other parties having reached an agreement, Staff does not oppose its inclusion for the purposes of settlement.

2. In addition to implementation of the tariff, it is agreed that:

(a) Support provided to net metering customers to evaluate rate options for EMW will be extended to EMM customers.

3. The Company will file a substitute tariff sheet that corrects the revision number issue described in footnote 1 of the Staff Recommendation filed on May 14, 2025.

GENERAL PROVISIONS

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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 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 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.

11. The following parties have indicated that they do not object to the Agreement:

- Staff; and
- The Office of the Public Counsel

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
Phone: (816) 556-2314
E-mail: roger.steiner@evergy.com
cole.bailey@evergy.com

Evergy, Inc.
1200 Main – 17th Floor
Kansas City, Missouri 64105

James M. Fischer, MBN 27543
Fischer & Dority, P.C.
2081 Honeysuckle Lane
Jefferson City, MO 65109
Phone: (573) 353-8647
jfischerpc@aol.com

**COUNSEL FOR EVERGY MISSOURI
WEST**

/s/ Nicole Mers

Nicole Mers, Bar No. 66766
501 Fay Street, Suite 206
Columbia, MO 65201
T:314-308-2729
nicole@renewmo.org

COUNSEL FOR RENEW MISSOURI

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