

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

In the Matter of the Third Prudence Review )	
of the Missouri Energy Efficiency )	
Investment Act (MEEIA) Cycle 3 and First )	Case No. EO-2025-0323
Prudence Review of MEEIA Cycle 4 )	
Energy Efficiency Programs of Evergy )	
Missouri West, Inc. d/b/a Evergy Missouri )	
West. )	

In the Matter of the Third Prudence Review )	
of the Missouri Energy Efficiency )	
Investment Act (MEEIA) Cycle 3 and First )	Case No. EO-2025-0324
Prudence Review of MEEIA Cycle 4 )	
Energy Efficiency Programs of Evergy )	
Metro, Inc. d/b/a Evergy Missouri Metro )	

**STIPULATION AND AGREEMENT**

**COMES NOW**, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“EMM”), Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”) (collectively “Evergy” or the “Company”), and Staff (“Staff”) for the Missouri Public Service Commission (“Commission”), (individually “Signatory” and collectively “Signatories”) and agree to this *Stipulation and Agreement* (“Agreement”) that resolves all pending issues in these dockets, as stated below.

The Office of Public Counsel (“OPC”) was a participant in these dockets and Agreement discussions. The OPC does not join this Agreement but also does not object to it.

**STIPULATION AND AGREEMENT**

The Signatories agree to the following:

1. In settlement of all issues in this case involving the demand-side program investment mechanism (“DSIM”) related costs reviewed during the period of April 1, 2023, through March 31, 2025, EMM will reduce its Missouri Energy Efficiency Investment Act

(“MEEIA”) recovery amount by \$34,888, plus interest, and EMW will reduce its MEEIA recovery amount by \$33,989, plus interest, in its next DSIM rider filing.

2. Of the \$34,888 reduction in MEEIA recovery identified for EMM, Parties agree that Evergy will re-allocate \$14,000 of the expenses associated with the SaaS Tracking system for a portion (10%) related to use of electrification initiatives.

3. Of the \$33,989 reduction in MEEIA recovery identified for EMW, Parties agree that Evergy will re-allocate \$14,000 of the expenses associated with the SaaS Tracking system for a portion (10%) related to use of electrification initiatives.

4. From the effective date of a Commission approved stipulation, the Company shall not seek recovery through its DSIM Rider for:

- Any gifts or awards, which includes events to give out these items, to its employees, contractors/implementors, or trade allies;
- Shirts, promotional items, and other Evergy logo items that are not specific to MEEIA demand-side management programs;
- Events that have alcohol provided at them; and
- Sponsorships to an organization when a membership has already been purchased.

5. The Company shall provide detailed invoices for its contractors/implementers, including but not limited to travel charges, and other direct charges.

### **GENERAL PROVISIONS**

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 § 386.500, 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.

**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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**COUNSEL FOR THE STAFF OF THE  
MISSOURI PUBLIC SERVICE  
COMMISSION**

**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 9<sup>th</sup> day of December 2025.

/s/ Roger W. Steiner

Attorney for Evergy Missouri Metro and Evergy  
Missouri West