

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

In the Matter of Evergy Metro, Inc. d/b/a Evergy)
Missouri Metro’s Request for Authority to) Case No. ER-2026-0143
Implement A General Rate Increase for Electric)
Service)
)

LLPS STIPULATION AND AGREEMENT

COMES NOW, Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“EMM” or the “Company”) and Google LLC (“Google”), (individually “Signatory” and collectively “Signatories”) and agree to a *Partial Stipulation and Agreement* (“Agreement”) that resolves certain pending issues in this docket, as stated below.

STIPULATION AND AGREEMENT

The Signatories agree to the following terms as set forth below:

1. This rate case is a “transitional” case since there is no seventy-five megawatt (75MW) LLPS customer reflected in the test year.
2. Under the settlement reached in case number EO-2025-0154, no Party shall be restricted in any way with respect to positions it wishes to advance on a going-forward basis in the first general rate case in which there is at least one, 75 MW or greater Schedule LLPS customer reflected in the test year and captured in the class cost of service (“CCOS”) study determinants regarding cost allocation, rate design, or class cost of service methodologies except that Evergy agreed that, as part of its filing in the rate case, it will evaluate the costs and impacts of any Schedule LLPS customers added to the system and propose a cost allocation and rate design proposal designed to ensure the alignment of costs and cost causation. Evergy’s proposal will be designed to reasonably ensure such Schedule LLPS customers’ rates will reflect the customers’ representative share of the costs incurred to serve the customers and prevent other customer

classes' rates from reflecting any unjust or unreasonable costs arising from service to such Schedule LLPS customers.

Earnings Sharing Mechanism

3. The Parties agree to the Earnings Review Surveillance mechanism described in Exhibit D – MO Metro ER-2026-0143 ERS Term Sheet – v1 that supports this Term Sheet. The supporting Exhibit sets forth the terms, calculations, reporting requirements, and procedures applicable to the mechanism and is incorporated herein by reference.

LLPS Billing Demand

4. The Parties adopt the position of Google to apply the minimum demand used for monthly billing to include a Minimum Demand equal to 80% of the annual Contract Capacity. Specifically, each Minimum Monthly Bill will be subject to a billing demand which is the higher of the measured demand or 80% of the annual Contract Capacity in addition to all other Schedule LLPS charges including any energy-based charges. The Company will continue to rely on Minimum Demand as defined in the Schedule LLPS tariff to determine collateral, exit fees, and other charges based on the Minimum Demand.

5. The Company will also provide the Parties tariff redlines to clarify the LLPS tariff to reflect this settlement term.

FAC Operation and Sharing

6. The Parties agree that the Fuel Adjustment Clause ("FAC") operation will not be modified due to the impact of LLPS customers subject to the change outlined below.

7. For settlement purposes of this rate case only, and with reference to FAC sharing percentage only, costs included at line 5 ((ANEC-B)*J) shall be allocated between non-LLPS and LLPS customers based upon kWh usage for the period over which the incremental FAC costs, if

any, were incurred. After this allocation, the Parties agree that incremental allocated non-LLPS FAC costs shall be shared utilizing 95/5 sharing mechanism and incremental allocated LLPS FAC costs shall be shared utilizing 90/10 sharing mechanism. The addition of Non-LLPS and LLPS Customer Responsibility amounts will be totaled and used to develop the current period fuel adjustment rate.

8. This agreement is only for this rate case and will remain in place until rates become effective in the next EMM general rate case unless extended or modified by the Commission.

LLPS Fuel in Base Factor

9. Company will not include LLPS fuel costs in the base factor calculation for the LLPS revenues reflected in this settlement. All LLPS fuel costs will flow through the FAC as actual net energy costs and flow through the fuel clause calculation as described in the FAC Operation and Sharing paragraph above.

10. The FAC base factor will be based on the net fuel costs included in Staff's true-up EMS run filed in true-up rebuttal and NSI will be based on the amount included in Staff's FAC base rate calculation. The proposed base factor is \$0.01742 per kWh.

FAC

11. The parties agree:

- Addition of subaccount 555006- capacity charges for capacity purchases greater than one year in duration.
- Addition of subaccount 447016- capacity charges for capacity sales greater than one year in duration.

12. Parties agree to use Staff's percentage of transmission of 31.8%.

LLPS Revenues Reflected in Revenue Requirement

13. For purposes of this case, Parties agree to reflect \$60 million in LLPS revenues and *** [REDACTED] *** in kWh in determining the revenue requirement in this case which includes Google's recommendation for the determination of Minimum Demand and Minimum Monthly Bill as discussed above in LLPS Billing Demand section.

**THE FOLLOWING ISSUES FROM THE JOINT LIST OF ISSUES, ORDER OF
OPENING STATEMENTS, ORDER OF CROSS-EXAMINATION, AND ORDER OF
ISSUES AND WITNESSES FILED SEPTEMBER 24TH ARE RESOLVED FOR THE
PARTIES OF THIS PARTIAL SETTLEMENT**

3. Other Revenues

- A. What is the appropriate level of net revenue to reflect in the cost of service and other models for Large Load Power Service ("LLPS") and other large customers?
 - i. What is the appropriate revenue adjustment for expected future revenues from Schedule LLPS customers in the cost of service model?

5. Fuel and Purchased Power

- A. What should be adopted as the variable fuel and purchased power cost for this case?
- B. What fuel prices should be included in the cost of service?
- C. What normalized market prices should be used to determine the revenue requirement in this case?
- D. What level of Transmission Congestion Rights ("TCR") revenue, not TCR margin, should be included in the cost of service?

22. Fuel Adjustment Clause — Structure and Base Factor

- A. Should the Commission authorize EMM to continue its FAC?
- B. Should the general construct of EMM's FAC be changed?
- C. What value should the FAC base factor be set at the conclusion of this case?
- D. What sharing ratio between EMM and its customers should the Commission order as an incentive mechanism in EMM's FAC?

23. Fuel Adjustment Clause — Included Costs

- A. What SPP transmission costs should be included in the FAC?
- D. Should EMM include long-term capacity purchases and sales for recovery in its FAC?

25. Fuel Adjustment Clause — Large Load Power Service

- A. Should changes be made to the FAC to address LLPS customers?
- B. What, if any, new FAC reporting requirements should the Commission order?
- C. Should EMM have a separate FAC base factor for LLPS customers?

37. Revenue Sharing

- A. Should the Commission implement a mechanism to review or share earnings attributable to Schedule LLPS customers, and if so, how should it be designed?

GENERAL PROVISIONS

14. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above and represents a settlement on a mutually agreeable outcome without resolution of specific issues of law or fact. 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 these or any other proceeding, regardless of whether this Agreement is approved.

15. 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 these proceedings should the Commission decide not to approve this Agreement, or in any way condition its approval of same.

16. 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.

17. 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.

18. 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.

19. 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.

20. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues in this case 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. These waivers apply only to a Commission order approving this Agreement without condition or modification issued in these proceedings and only to the issues that are resolved hereby. They do not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Agreement.

21. 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.

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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ATTORNEYS FOR GOOGLE LLC

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 5th day of October 2026.

Roger W. Steiner

Roger W. Steiner

MO Metro ER-2026-0143 Earnings Review Sharing (“ERS”) Term Sheet

Earnings Review Surveillance Mechanism

The Parties agree that EMM should implement an Earnings Review Surveillance (“ERS”) Mechanism

- a) No later than March 31 following the end of each calendar year beginning 2027 until the time EMM Files its next general rate case and new base rates become effective as a result of that case, EMM shall file with the Commission in a compliance docket to be established, an ERS Report in the same format as the EMM's Surveillance Monitoring Reports submitted under 20 CSR 4240-20.090(6) for the calendar year in question, except for those limited adjustments described below.
- b) Once Company has filed the compliance docket with the Commission, Staff and OPC may request discovery regarding amounts and/or calculations within Company's ERS Report and the revenue sharing mechanism attached as *Exhibit D-1 - ER-2026-0143 ERS Example*. Unless the Company objects and/or gives notice of need for additional time to respond within three (3) business days of receipt of a discovery request, discovery will be responded to within ten (10) business days from the date of receipt.
 - i. Staff and OPC shall be permitted to review the ERS Report for each annual filing. No later than May 31 of the applicable year, Staff shall file a report with the Commission indicating any areas of disagreement with the ERS Report filed by EMM. Areas of disagreement shall be limited to disagreements that would result in a change to the amount of revenue sharing arising from the calendar year in question.
 - ii. EMM shall respond to any areas of disagreement no later than June 30 of the applicable year
 - iii. If disputed issues exist at that time, the Commission shall establish an appropriate process for the resolution of such disputed issues by Commission order with an intended date no later than August 31 of the applicable year.
 - iv. Absent any areas of disagreement, the Commission may, at its discretion, issue an order based on submissions made in the docket, without hearing.
- c) For each calendar year beginning 2027 until the time EMM files its next general rate case and new base rates become effective as a result of that case, the earned return on equity (“ROE”) of the Company, as reported in the ERS Reports, may be subject to sharing with the Company's retail electric customers as follows:
 - i. The amount subject to sharing shall be calculated as the difference between EMM's earned ROE for the calendar year at issue, as reported in EMM's filed ERS Report, and the Commission approved ROE in this case after consideration of a Company retention deadband (“Deadband”). In applying the Deadband, the Company will retain 100% of all earnings up to 20 basis points above the authorized ROE approved in this case. For example, if the authorized ROE is 10%, application of the Deadband would result in earned returns needing to exceed 10.2% before customer

sharing begins under the ERS. The difference between EMM's earned ROE for the calendar year at issue and the approved ROE after application of the Deadband as just described shall be multiplied by the equity portion of rate base reflected in EMM's filed ERS Report and grossed up for income taxes. Any positive amount shall be multiplied by sixty-five percent (65%), and the resulting product shall be deferred as a regulatory liability to be returned to retail electric customers through an amortization established by the Commission in a future rate case over a reasonable period of years established by the Commission in that case. Any percentage of the share above 50% will be for the benefit of low-income customers. For purposes hereof, "low income" does not include funding for MEEIA low-income programs.

- ii. If EMM's earned ROE exceeds its authorized ROE after application of the Deadband, the Company shall also determine whether LLPS base rate revenues contributed to the excess earnings. The Company shall compare the LLPS base rate revenues collected during the calendar year to the LLPS base rate revenues reflected in the revenue requirement from the rate case establishing the applicable base rates. If actual LLPS base rate revenues do not exceed the amount included in the revenue requirement, no revenue sharing shall occur because the excess earnings were not attributable to significant LLPS growth or changes in LLPS business conditions.
 - iii. If the conditions set forth in items i and ii above are satisfied the amount of earnings to share must be assessed to identify the amount attributable to PISA, which shall be returned to customers over a period that aligns with the collection of the associated PISA amounts.
- d) The ERS Report shall include the following adjustments to the Company's Surveillance Monitoring Report submitted in accordance with 20 CSR 4240-20.090(6) for the calendar year in question:
- i. The removal of any capital investment or expense which the Company has committed not to recover in its base rates or that the Commission has disallowed for recovery.
 - ii. Reclassification of any out-of-period items to another period.
 - iii. The Company's Surveillance Monitoring Report submitted in accordance with 20 CSR 4240-20.090(6) will include the effect of any amounts being deferred as a regulatory liability under this revenue sharing mechanism, which were necessarily excluded from the ERS Report used to determine the amount of such deferrals.
 - iv. Consistent with section 393.135 RSMo, CWIP balances associated with natural gas generation projects shall be included in the ERS Report if the project was approved through a Certificate of Convenience and Necessity ("CCN") proceeding and associated project costs are eligible for inclusion

in rate base. For the avoidance of doubt, this provision includes the Mullin Creek #2 natural gas generation project.

- e) For the avoidance of doubt, the ERS Report shall not include any adjustment to update the calendar year results, remove one-time or nonrecurring expenses, normalize billing units for weather, or any other adjustment which is typically meant to normalize or annualize a test period for ratemaking purposes (other than those limited adjustments described above).
- f) This ERS process shall terminate after rates become effective following EMM's next general rate case, unless otherwise extended by the Commission in that proceeding.