

**STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION**

At a session of the Public Service  
Commission held at its office in  
Jefferson City on the 11th day  
of June, 2025.

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

**ORDER APPROVING STIPULATION AND AGREEMENT**

Issue Date: June 11, 2025

Effective Date: June 20, 2025

On March 21, 2025,<sup>1</sup> Evergy Metro, Inc. d/b/a Evergy Missouri Metro (EMM) filed eight tariff sheets which would provide EMM's residential net metering customers with access to Time of Use (TOU) rates. The tariff sheets were assigned Tracking No. JE-2025-0134 and were filed with an effective date of April 21.

The Commission directed the Staff of the Commission (Staff) to file its recommendation. Renew Missouri requested and was granted intervention. The Commission also suspended the tariff sheets until June 20.

On May 14, Staff filed its recommendation. Staff stated it could not recommend approval. The Commission ordered responses to Staff's recommendation.

On May 29, EMM and Renew Missouri (together, "Signatories") filed a *Non-Unanimous Stipulation and Agreement* (Agreement). The Agreement stated that

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<sup>1</sup> All dates refer to 2025 unless otherwise stated.

Staff and the Office of the Public Counsel indicated that they do not object to the Agreement; however, neither signed the Agreement.

Commission Rule 20 CSR 4240-2.115(2)(B)-(C) states that failure to file a timely objection to an agreement constitutes a waiver of that party's right to a hearing and that the agreement may then be treated as unanimous. The time period has passed, and no objections or requests for hearing were filed. Therefore, the Commission will treat the Agreement as unanimous.

### **The Agreement**

The Agreement reflects a series of compromises by the Signatories to determine mutually acceptable resolutions to all issues. The Agreement states that EMM shall implement the method to provide access to TOU rates to residential net metering customers originally filed under JE-2025-0134. The Agreement indicated that this method aligns with the method implemented for Evergy Missouri West customers via the *Unanimous Stipulation and Agreement* and *Report & Order* in its recently completed general rate proceeding, Case No. ER-2024-0189.

The Agreement also states that EMM will file a substitute tariff sheet to correct the revision number issue for Sheet No. 30 as identified by Staff in its recommendation.<sup>2</sup> The substitute tariff sheet was filed on May 29.

### **Conclusion**

As the parties seek a Commission determination based on the submitted Agreement, the Commission will not make any findings of fact or conclusions of law and

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<sup>2</sup> P.S.C. MO. No. 7, 11<sup>th</sup> Revised Sheet No. 30 cancelling 10<sup>th</sup> Revised Sheet No. 30.

will instead base its decision on the Agreement.<sup>3</sup> After reviewing the pleadings and the Agreement, the Commission determines that its terms are a reasonable resolution of the issues addressed by the Agreement. The Commission will approve the Agreement and will order the Signatories to comply with the terms of the Agreement.

The Commission also finds it reasonable to make this order effective in less than 30 days.

**THE COMMISSION ORDERS THAT:**

1. The Agreement filed on May 29, 2025, is approved. The Signatories are ordered to comply with the terms of the Agreement. A copy of the Agreement is attached to this order.

2. The tariff sheets, with Sheet No. 30 being as substituted on May 29, are approved to go into effect on June 20 and are as follows:

**P.S.C. MO. No. 7**

2<sup>nd</sup> Revised Sheet No. 5D cancelling 1<sup>st</sup> Revised Sheet No. 5D  
1<sup>st</sup> Revised Sheet No. 5E cancelling Original Revised Sheet No. 5E  
3<sup>rd</sup> Revised Sheet No. 7 cancelling 2<sup>nd</sup> Revised Sheet No. 7  
1<sup>st</sup> Revised Sheet No. 7B cancelling Original Revised Sheet No. 7B  
2<sup>nd</sup> Revised Sheet No. 7F cancelling 1<sup>st</sup> Revised Sheet No. 7F  
11<sup>th</sup> Revised Sheet No. 30 cancelling 10<sup>th</sup> Revised Sheet No. 30  
7<sup>th</sup> Revised Sheet No. 34A cancelling 6<sup>th</sup> Revised Sheet No. 34A  
5<sup>th</sup> Revised Sheet No. 34C cancelling 4<sup>th</sup> Revised Sheet No. 34C

3. This order will become effective on June 20, 2025.

4. This case shall be closed on June 21, 2025.

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<sup>3</sup> Section 536.060, RSMo (2016) allows for disposition of contested cases through stipulation; Section 536.090, RSMo (2016) states that cases disposed of by stipulation do not require findings of fact and conclusions of law.



**BY THE COMMISSION**

*Nancy Dippell*

Nancy Dippell  
Secretary

Hahn, Ch., Coleman, Kolkmeier,  
and Mitchell CC., concur.

Hatcher, Senior Regulatory Law Judge

**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 )	<u>File No. ET-2025-0286</u>
)	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

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**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 29<sup>th</sup> day of May 2025.

*/s/ Roger W. Steiner*

Attorney for Evergy Missouri West

**STATE OF MISSOURI**

**OFFICE OF THE PUBLIC SERVICE COMMISSION**

**I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.**

**WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 11<sup>th</sup> day of June 2025.**



*Nancy Dippell*  
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**Nancy Dippell**  
**Secretary**

**MISSOURI PUBLIC SERVICE COMMISSION**

**June 11, 2025**

**File/Case No. ET-2025-0286**

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**Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).**

**Sincerely,**



**Nancy Dippell  
Secretary**

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Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.