

**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-2022-0129
Implement A General Rate Increase for Electric)
Service)

In the Matter of Evergy Missouri West, Inc. d/b/a)
Evergy Missouri West’s Request for Authority to) Case No. ER-2022-0130
Implement A General Rate Increase for Electric)
Service)

**STIPULATION AND AGREEMENT
REGARDING PROGRAMS AND ELECTRIC VEHICLE CHARGING TARIFFS**

COMES NOW Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“EMM”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”) (collectively, the “Company”), and the Staff of the Missouri Public Service Commission (“Staff”), the Office of the Public Counsel (“OPC”), Renew Missouri Advocates (“Renew Missouri”), and ChargePoint, Inc. (“ChargePoint”) and the , (individually “Signatory” and collectively “Signatories”) and respectfully state to the Missouri Public Service Commission (“Commission”):

The Signatories have reached a Stipulation and Agreement (“Agreement”) as described below. Nothing in this Agreement prevents any of the Signatories from proposing changes to the provisions of this Agreement in any future case. The Signatories are not bound to propose continuation of this Agreement in future rate cases, i.e., they may propose other ratemaking treatment.

PROGRAMS STIPULATION AND AGREEMENT

1. Subscription Pricing is held over for hearing.
2. The Company withdraws its Advanced Easy Pay Pilot program.

3. Solar Subscription Pilot Tariff

The Company's proposed tariff will include the following modifications:

- Sharing language: The cost associated with any unsubscribed portion of Program Resources will not be included in the revenue requirement used to establish base rates if subscriptions cover at least 50 percent of Program Resources. If subscriptions cover less than 50 percent of Program Resources, then the cost associated with the unsubscribed portion below 50 percent of Program Resources will be included in the revenue requirement used to establish base rates.
- Expansion language: The Company may construct new Solar Resources if there are sufficient subscriptions to support the new Resources and the Commission approves a Certificate or Certificates of Convenience and Necessity ("CCN"). Upon grant of a CCN, construction of a new Resource shall not begin until at least 75 percent of the Solar Resource's energy is subscribed or able to be filled through the waitlist.
- Pilot evaluation: The Company will complete and submit to Staff an evaluation of the Solar Subscription Pilot within three years of operation. The evaluation will include:
 - A. Tracking of program costs and revenues (participants, all ratepayers, Company),
 - B. Numbers and types of subscribers (by rate class and participation by low and moderate-income customers if available),

C. Annual customer satisfaction surveys of participating customers covering, but not limited to, economic considerations and customer service, and

D. Impact or benefits of the facility on the utility distribution system.

4. Low-Income Solar Subscription Pilot

- As part of the Low-Income Solar Subscription Pilot (“LI SSP”), it is the Company’s goal that no subscribing residential customer shall at any time pay more than the average retail rate for power. Any costs incurred through the LI SSP in excess of the revenues generated will be shared between customers and shareholders with shareholders bearing 50 percent of the cost and customers bearing the remaining 50 percent. The Company will strive to lower the Solar Block Subscription Charge for the LI SSP if and when it proposes an expansion to the LI SSP. The Company will work with the Missouri Division of Energy, Renew Missouri and other interested stakeholders to pursue opportunities to lower the LI SSP Solar Block Subscription Charge through the use of outside funds, which may include: 1) seeking grant(s) under the Federal Department of Energy’s Sustainable Energy Resources for Consumers (“SERC”) and/or Community Scale Pilot Program (“CSPP”) funds as part of the annual Federal Weatherization appropriations; and 2) modifying the State Weatherization Plan to allow for utility contributions to the Low-Income Weatherization Assistance Program (“LIWAP”) program to be used to subsidize a utility company’s low income community solar. Signatories to the Agreement do not waive their rights to take any position with regard to these requests.

5. Residential Battery Energy Storage Pilot Program

- The Company’s proposed Residential Battery Energy Storage (“RBES”) Pilot Program is subject to the following requirements:
 - A. Company employees, board of directors, contractors, agents, and affiliate employees shall not be permitted to participate.
 - B. Company will provide details on the participant selection process and any ranking mechanisms used.
 - C. The Company will do the following:
 - 1. The Company will file in this case a statement outlining all learning objectives for the pilot, including all hypotheses the Company seeks to test, identified on a Company specific basis along with a current literature review. This filing should include, but not be limited to:
 - Costs/savings to participants and non-participants
 - Costs/savings to Company
 - Effects on peak demand
 - Reliability improvements provided to grid/customer
 - Effect on participant usage/behavior
 - Tracking of charging/discharging times
 - Tracking of maintenance issues and costs
 - Participant satisfaction surveys
 - 2. The Company will provide stakeholders an update on the pilot and the current data collected on a semi-annual basis through the end

of 2025. This update will include what the Company has learned so far regarding its learning objectives.

3. The Company will file a report at the end of the first quarter of 2026 that outlines the results of the pilot and directly addresses the learning objectives that were initially identified.
4. Data from the pilot will be made available to the public at the date of filing of the report, upon request to the highest extent possible but at a minimum to protect participant anonymity and safety of the Company's grid.
5. The Company will not file for any residential battery pilot, expansion of the existing pilot, or otherwise request recovery of a residential battery program until after the report subject to subparagraph 3 above is filed. All Signatories remain free to take any position whatsoever regarding any future residential battery pilot or program after the end of 2025.

D. The RBES Pilot Program is capped at \$2.5 million. Shareholders will cover the cost of EM&V.

6. Market Based Demand Response Program ("MBDR")

- Signatories accept the Company's proposed changes to the MBDR tariff.

NON-RESIDENTIAL ELECTRIC VEHICLES

1. The Company will update Electric Transit Service, Schedule ETS, rates in compliance tariffs as an equal percentage increase to the rates indicated on Schedules ETS for the respective utility.

2. Business EV Charging Service, Schedule BEVCS “” is subject to the following:
 - A. Required for customers receiving a Commercial EV Charger rebate.
 - B. Hourly load of service on this schedule will be retained consistent with the Company’s Meter Data Management retention policy. The rate design will require study and potential refinement in future rate cases. Usage data will be provided to Staff annually upon request.
 - C. No Carbon Free Option.
 - D. For its next rate case, the Company will utilize the load shape data from customers on this rate to determine if additional elements, such as Critical Peak Pricing (“CPP”), are required to further align cost with cost causation. Signatories are free to recommend revisions to the design notwithstanding the Company’s conclusions.
 - E. Revenues from the BEVCS rate, net of the applicable Fuel Adjustment Clause (“FAC”) base factor, shall offset deferrals under the Commercial EV Charger Rebate program.
 - F. Items to be reported semi-annually to Staff and OPC as Confidential or Highly Confidential.
 - kWh consumption by hour, by location,
 - kW consumption by 15-minute interval, by location,
 - Peak instantaneous kW by location,
 - 15-minute reactive demand by location,
 - Base Rate revenue by location (not inclusive of Rider revenue).
3. Commercial EV Charger Rebate, Schedule CECR, “” is subject to the following:

- A. Chargers that receive a rebate cannot require a membership for use.
- B. EMW budget of \$2.5 million, EMM budget of \$3 million, which includes:
 - Education & Administration
 - not to exceed 10% of approved budget
 - Distribution costs, to be tracked for further study and as a learning objective. Distribution costs not contributed by customer not to exceed \$1 million per utility
 - No acquisition cost recovery
- C. Multifamily limited to 7.5% of budget.
- D. The available rebate amount is capped at 40% of the cost of the charging equipment and customer-side wiring.
- E. Signatories do not oppose the following recommendations:
 - Company will require that chargers be network-capable, ENERGY STAR certified for Level 2, safety certified, and managed charging capable;
 - Company will allow Schedule CECR participants to opt out of particular demand response events as needed;
 - Company will subject its Clean Charge Network chargers to the same demand response requirements that would apply to participants in Schedule CECR.
- F. Learning objectives to be developed and implemented,
 - Infrastructure cost study, both local and upstream
 - Responsiveness to load management

G. The Company will include an annual update to Signatories that addresses its progress towards incorporating load management capabilities for all rebated chargers.

H. Items to be reported semi-annually to Staff and OPC as Confidential or Highly Confidential:

- kWh consumption by hour, by location,
- kW consumption by 15-minute interval, by location,
- Peak instantaneous kW, by location,
- 15-minute reactive demand by location,
- Base Rate revenue by location (not inclusive of Riders),
- Distribution expansion cost by location, including identification of cost-bearer,
- All other incremental costs incurred in connection with facilitating service under the rebate program.

4. Moratorium – no expansion of CECR rebates to be requested prior to review of the CECR following the January 31, 2028, end date for the program proposed within this case.

5. Monthly audit by Company of all Company-Owned EV stations showing whether or not stations were inoperable at any point and for how long by location and type.

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 or specifically preserved for hearing in this Agreement.

8. The following parties have indicated that they do not oppose the Agreement:

- Dogwood Energy, LLC
- Google LLC
- City of St. Joseph, Missouri
- Midwest Energy Consumers Group
- Missouri Industrial Energy Consumers
- Nucor Steel Sedalia, LLC
- Sierra Club
- Velvet Tech Services, LLC

WHEREFORE, the undersigned Signatories respectfully request the Commission to issue an order approving the Stipulation and Agreement, subject to the specific terms and conditions contained therein.

Respectfully submitted,

/s/ Nicole Mers

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ATTORNEYS FOR CHARGEPOINT, INC.

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 6th day of September 2022.

Roger W. Steiner

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