

**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                                          | ) |                       |

**NON-UNANIMOUS PROGRAMS STIPULATION AND AGREEMENT**

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

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

**Programs**

2. The Signatories agree that funding authorized for each program will remain dedicated to that program and will not be transferred among programs.
  - Economic Relief Program (ERP) – Annual funding will increase to \$1,410,000 from \$1,260,000 as reflected in the provision below, shared 50/50 between ratepayers and shareholders. The word “Pilot” will be removed from the program name.
  - Critical Medical Needs Program – Annual funding will increase to \$600,000, shared 50/50 between ratepayers and shareholders.
  - Income-Eligible Weatherization Program – Annual funding will increase to \$750,000, shared 50/50 between ratepayers and shareholders.

- Rehousing Program – Annual funding will remain at \$250,000, shared 50/50 between ratepayers and shareholders. A summary of Program administration, reporting and evaluation will be provided via EFIS (non-case filing, subtype – Low-Income Bill Payment Programs Report) at the conclusion of each year of the Program.

3. Accept proposed tariff revisions for rehousing and ERP programs that create more flexibility in program administration. Those redlined tariffs are attached to this stipulation.

4. The Signatories agree to remove the Third Party Energy Burden tool development request and reallocate the \$150,000 to ERP.

5. The Signatories agree that Staff's revenue requirement filed with the true-up rebuttal testimony should be increased by \$313,056 to reflect fifty percent of the increased dollars identified above for the programs listed in this stipulation and agreement.

#### **Green Button Connect**

6. The Company shall implement Green Button Connect My Data ("GBC") no later than December 31, 2028. The Company's GBC solution will a. comply with all Green Button standards.; b. be available to all customer classes; c. implement customer authorization that shall be convenient and secure following Green Button Connect best practices; and d. include annual certification by the Green Button Alliance. The Signatories agree that EMM may defer the set-up, implementation, and licensing costs for consideration in its next general rate case.

#### **Battery Storage Programs**

7. No pilots to be implemented as part of this proceeding. The Signatories agree to convene a stakeholder meeting on or before the fourth quarter of 2027 to discuss the potential

development of a battery storage program. Evergy agrees to produce information on the following items prior to the stakeholder meeting, for discussion.

- i. Results of customer engagement surveys (all classes) on interest in participation in a battery partnership program.
- ii. A list of worst performing circuits
- iii. A list of circuits/areas Evergy has internally noted as prone to outages, including weather related outages
- iv. A list of circuits/areas that have experienced transformer overloading or failure
- v. A list of circuits/areas experiencing growth or planned development
- vi. A list of circuits/areas that will require grid hardening or expanded transmission infrastructure investment but are not currently scheduled for improvements.

#### **Low Income-Eligible Solar Subscription Pilot**

8. The Signatories agree the Company should continue operating its existing Income-Eligible Solar Subscription Pilot under its approved terms, completing the evaluations as expected.

**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 BETWEEN THE SIGNATORIES. ANY SUB-ISSUES NOT EXPLICITLY ON THIS LIST ARE RESERVED FOR HEARING**

#### **16. Income-Eligible Programs**

- A. What level of Critical Medical Needs and Rehousing Programs expense should be included in the revenue requirement?
- B. What level of economic relief pilot program (“ERPP”) expense should be included in the revenue requirement?

- C. Should the pilot designation be removed from EMM's ERPP tariff?
- D. Should EMM be required to provide a summary of the Rehousing Program administration, reporting, and evaluation by email to Staff and the Office of the Public Counsel at the conclusion of each year of the Program as described in its currently approved tariff?
- E. Should the Commission approve the creation of a low-income rate or assistance program that waives EMM's customer charge for qualifying customers in this case, or should such a program continue to be developed in the Affordability Workshop?
  - i. If such a program is approved, should late fees be waived for qualifying customers?
  - ii. If such program is approved, how should the waived revenues be recovered?
- F. Should EMM be required to file quarterly Rehousing Program reports in EFIS in addition to the existing year-end report?
- G. What changes, if any, should be made to the ERPP tariff to permit broader enrollment or to allow unused program funding to be transferred to other income-eligible programs?
- H. What level of Low-Income Weatherization Program expense, if any, should be included in the revenue requirement?

**38. Energy Burden Analysis**

- A. Should the Commission order a 3rd party energy burden analysis for EMM that does not exceed \$150K in costs?

**39. Green Button Connect**

- A. Should the Commission order EMM to implement Green Button Connect ("GBC") in this rate case?
- B. If the Commission orders EMM to implement GBC, should the Commission order the tariff proposed by Renew Missouri related to GBC?
- C. If the Commission orders EMM to implement GBC, should the Commission adopt Renew Missouri's revenue requirement recommendation?
- D. If the Commission orders EMM to implement GBC, should Renew Missouri's recommended revenue requirement for studying a regional data hub be ordered by the Commission?

**40. Customer Battery Programs**

- A. Should the Commission order the adoption of Renew Missouri's proposed battery programs?

**41. Income-Eligible Solar Program**

A. Should the Commission order the adoption of Renew Missouri's proposed evaluation and expansion of the Income-Eligible solar program?

**GENERAL PROVISIONS**

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. The following parties have indicated that they do not oppose this Agreement:

- Google LLC;
- Midwest Energy Consumers Group; and
- Velvet Tech Services LLC.

18. The Office of the Public Counsel ("OPC") does not object to the Agreement other than it does object to the non-enactment of a customer charge waiver program and will preserve that issue for hearing; specifically identified as issue no. 16.E. in the *Amended Joint List and Order of Issues and Witnesses, and Order of Cross Examination*, p. 6).

**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 7<sup>th</sup> day of October 2026.

/s/ Roger W. Steiner

Roger W. Steiner

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO**

P.S.C. MO. No. 3

Original Sheet No. R-10.03

Canceling P.S.C. MO. No. \_\_\_\_\_

Revised Sheet No. \_\_\_\_\_

For Missouri Retail Service Area

**RULES AND REGULATIONS  
ELECTRIC**

**10.02 ECONOMIC RELIEF PROGRAM**

**A. PURPOSE**

The Economic Relief ~~Pilot~~ Program (ERP~~P~~) offered by the Company provides an opportunity to relieve the financial hardship experienced by some of our customers. Through this pilot we shall endeavor to ensure this program is a valuable and viable program for customers.

**B. APPLICATION**

This ERP~~P~~ is applicable to qualified customers for residential service billed under Schedule R. The ERP~~P~~ will, on a pilot basis, provide participants with a fixed credit on their monthly bill (ERP~~P~~ credit), for a period up to 12 months from the billing cycle designated by the Company as the participant's first month until the billing cycle designated as the participant's last for ERP~~P~~. At the end of the 12-month period, a customer may reapply to participate further in the program through the term of the ~~pilot~~ program.

**C. DEFINITIONS**

QUALIFIED CUSTOMER - A Customer receiving residential service under Schedule R, ~~who is classified as low income by the Missouri Department of Social Service criteria, and~~ whose annual household income is no greater than 200% of the federal poverty level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902 (2).

APPLICANT - A Qualified Customer who submits an ERP~~P~~ application form for the ERP~~P~~ credit.

PARTICIPANT - An Applicant who agrees to the terms of the ERP~~P~~ and is accepted by the Company.

PROGRAM FUNDS - Annual ratepayer funding for the ERP~~P~~ is \$630,000. Ratepayer funding shall be matched dollar for dollar by the Company. The \$1,260,000 annual sum of ratepayer funding and Company matching funds shall be the "program funds".

AGENCIES - The social service agencies serving the Company's service territory that qualify and assist ERP~~P~~ customers pursuant to written contract between the Company and the Agencies.

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO**

P.S.C. MO. No. 3 Original Sheet No. R-10.04  
Canceling P.S.C. MO. No.                      Revised Sheet No.                     

For Missouri Retail Service Area

**RULES AND REGULATIONS  
ELECTRIC**

**10.02 ECONOMIC RELIEF PROGRAM (continued)**

**D. AVAILABILITY**

Service under this rate schedule shall be available to participants in the Company's service area limited to the available funds and who satisfy the following eligibility requirements:

1. Participant must be a customer receiving residential service under the Company's Residential Tariffs.
2. Participant's annual household income must be verified initially, and annually thereafter, as being no greater than two hundred percent (200%) of the federal poverty level.
3. Participants who have outstanding arrearages may be accepted into the program at the discretion of the Company. In making this determination, the Company may consider the customer's account circumstances, including the arrearage balance and payment history. The Company may work with the participant to establish a payment arrangement or other mutually agreeable plan
3. ~~Participants who have outstanding arrearages will enter special pay agreements as mutually agreed to by both the Participant and the Company.~~
4. Participants may be requested to participate in an official program evaluation conducted by or on behalf of the Company, including an evaluation conducted by an independent third party. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that are later made public will not be associated with the participant's name.
5. Any provision of the Company's rules and regulations applicable to the Company's Residential Tariffs also applies to ERPP participants.
6. Participants will not be subject to late payment penalties while participating in the program.

**E. ENERGY ASSISTANCE**

1. Participants who have not previously completed an application for a LIHEAP ("Low-Income Home Energy Assistance Program") grant-agreemay be encouraged to apply for a LIHEAP grant when such grants become available. The Company, through the Agencies, shall-may assist ERPP participants with completion of LIHEAP application forms when such assistance is requested.
2. Applicants agree-may be encouraged to apply for weatherization assistance, if eligible, and for any other available energy assistance programs.

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO**

**P.S.C. MO. No.** 3 **Original Sheet No.** R-10.05

**Canceling P.S.C. MO. No.**                      **Revised Sheet No.**                     

For Missouri Retail Service Area

**RULES AND REGULATIONS  
ELECTRIC**

**10.02 ECONOMIC RELIEF PROGRAM (continued)**

**F. CREDIT AMOUNT**

Participants shall receive the available ERPP credit for so long as the participant continues to meet the ERPP eligibility requirements and reapplies to the program as required.

Participants shall receive the ERPP credit in the amount of each participant's average bill for the most recent 12 months ~~bills~~, not to exceed \$65 per month. The credit amount will be determined by the Company at the time of enrollment. The Company may, in coordination with the participant, apply available program assistance toward the participant's arrearages or establish another payment arrangement appropriate to the participant's circumstances.

Customers who are age 65 or older and receive Supplemental Security Income (SSI) may remain eligible for Program assistance for up to twenty-four (24) consecutive months without the annual recertification otherwise required under this tariff, provided the customer continues to meet all other Program eligibility requirements.

**G. DISCONTINUANCE AND REINSTATEMENT**

The Company will discontinue a participant's ERPP credit for any of the following reasons:

1. If the Company, through the Agencies, determines the participant no longer meets the eligibility requirements set forth in this tariff.
2. If the participant submits a written request to the Company asking that the ERPP credit be discontinued.
3. If the participant does not conform to the Company's rules and regulations as approved by the Missouri Public Service Commission, and as a result the participant has Schedule R service discontinued.

Reinstatement of the ERPP credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of the Company.

**H. MISAPPLICATION OF THE ERPP CREDIT**

Providing incorrect or misleading information to obtain the ERPP credit shall constitute a misapplication of the ERPP credit. If this occurs the Company may discontinue the ERPP credit and rebill the account for the amount of all ERPP credits received by the participant. Failure to reimburse the Company for the misapplication of the ERPP credits may result in termination of customer's electric service pursuant to the Company's rules and regulations. However, nothing in this experimental tariff shall be interpreted as limiting the Company's rights under any provisions of any applicable law or tariff.

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO**

**P.S.C. MO. No.** 3

Original Sheet No. R-10.05

Canceling P.S.C. MO. No. \_\_\_\_\_

Revised Sheet No \_\_\_\_\_

For Missouri Retail Service Area

## RULES AND REGULATIONS ELECTRIC

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO**

**P.S.C. MO. No.** 3                      **Original Sheet No.** R-10.06

**Canceling P.S.C. MO. No.**                                           **Revised Sheet No.**                     

**For Missouri Retail Service Area**

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| <p><b>RULES AND REGULATIONS<br/>ELECTRIC</b></p> |
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**10.02 ECONOMIC RELIEF PILOT PROGRAM (continued)**

**I. OTHER CONDITIONS**

The ERPP program has been designed so that the Company neither profits from nor incurs losses as a result of offering this ~~experimental~~ program.

Costs of administering the program, including those costs charged by the Agencies, shall be paid from the program funds.

The Company will gather and maintain participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of the program.

The Company shall make non-confidential data, as well as any and all program evaluations that are conducted, available to the parties.

The ~~pilot~~ program may be evaluated in any Company rate or complaint case. The evaluation shall be conducted by an independent third-party evaluator under contract with the Company, that is acceptable to the Company, Commission Staff and the Public Counsel. The costs of the evaluator shall be paid from the program funds.

If any program funds in excess of actual program expenses remain at the end of the ERPP ~~program~~, they shall be made available for future ERPP expenditures until exhausted.

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO**

P.S.C. MO. No. 3

Original Sheet No. R-10.08

Canceling P.S.C. MO. No. \_\_\_\_\_

Revised Sheet No. \_\_\_\_\_

For Missouri Retail Service Area

**RULES AND REGULATIONS  
ELECTRIC**

**10.04 REHOUSING LOW-INCOME PILOT PROGRAM**

**A. PURPOSE**

The purpose of the Rehousing Low-Income Pilot Program (Program) is to help electric customers enter into or remain in stable housing by providing additional resources to those meeting the eligibility requirements while also assessing the delivery methods used in the Program and the impacts on revenues and costs. This Program is provided pursuant to the Stipulation and Agreement approved by the Missouri Public Service Commission (MoPSC) in Case No. ER-2022-0129.

**B. ELIGIBILITY**

The Program shall be available to residential customers who have received service under or qualify for any of the Residential rate options offered by the Company, are income eligible and who have been homeless, spent time in a homeless shelter or transitional housing ~~in the past year~~, or are seniors living in public housing as identified by a Rehousing or Housing Services Agency or are attempting to enter into or remain in stable housing. The customer should be ready to start new service with Evergy or are existing customers.

**C. DEFINITIONS**

**REHOUSING AGENCY, OR HOUSING SERVICE AGENCY –**

Any agency or organization designated by the Company to assist individuals in obtaining or maintaining stable housing and to enroll customers in the Rehousing Low-Income Pilot Program within their area.

~~Either a local private or a non-profit organization designated by Company to enroll customers in the Rehousing Low-Income Pilot Program within their area.~~

**D. TERM**

The Program shall be available to qualifying customers for a period of three (3) years commencing when the first funding is released to one (1) or more Rehousing Agency(s).

A customer may only receive assistance once from the Rehousing Program. If a customer willingly discontinues service with Evergy, any remaining Rehousing Program credit will go back to the company to be reallocated to another eligible customer.

**E. PROVISIONS**

Pursuant to the Stipulation and Agreement in File No. ER-2022-0129 the Program will be funded by an equal sharing of costs between ratepayers and shareholders for a minimum of three years at a total of \$250,000 per utility with the first year contributions prorated for the months remaining in the year. Funding will also be used to support program administration.

Funds will be administered through the Rehousing or Housing Services Agencies with which Company has established relationships and which are positioned to administer the Program or are willing to do so.

Rehousing Agencies may give priority to veterans of U.S. armed services, seniors, single-parent families or disabled individuals.

Program funds will only be used after a customer has received any available LIHEAP funding in which they may qualify. Program funds can also be used to support Agency staffing to administer the funds.

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO**

P.S.C. MO. No. 3 Original Sheet No. R-10.09  
Canceling P.S.C. MO. No. \_\_\_\_\_ Revised Sheet No. \_\_\_\_\_

For Missouri Retail Service Area

**RULES AND REGULATIONS  
ELECTRIC**

**10.04 REHOUSING LOW-INCOME PILOT PROGRAM (continued)**

**E. PROVISIONS (continued)**

Up to \$1,000 will be available for any eligible customer with total participation not to exceed the annual funding level. Program funds may be used to satisfy one or any combination of the following items associated with electric service previously provided to the customer:

- bad debt associated with a prior residential account,
- previously assessed late payment charges,
- bill amounts associated with past unauthorized residential use,
- up to one (1) previously assessed diversion fee, and/or
- future energy bill payment.

A customer that qualified for this Program shall not be assessed a deposit as a condition of initial services. The Company may reallocate funds to other assistance programs or rate jurisdictions that may have a higher level of demand for the program.

Program funds may not be used to satisfy a deposit requirement, and it is reasonable for Company to not assess a deposit for initial service for this pilot program.

**F. ADMINISTRATION, REPORTING AND EVALUATION**

A summary of Program administration, reporting and evaluation will be provided via email to Staff and the Office of Public Counsel at the conclusion of each year of the Program and will consist of the number of customers that have participated, the number of participating customers that would have otherwise been required to pay a deposit to establish service, the total amount of Program funds utilized, and the funding utilized for each Rehousing Agency with each of the amounts described.