

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of Evergy)
Kansas Metro, Inc., Evergy Kansas South,)
Inc. and Evergy Kansas Central, Inc. for) Docket No. 22-EKME-254-TAR
Approval of its Demand-Side Management)
Portfolio Pursuant to the Energy Efficiency)
Investment Act (KEEIA), K.S.A. 66-1283.)

TESTIMONY IN OPPOSITION TO ALTERNATIVE SETTLEMENT AGREEMENT

ALICE NAPOLEON

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

December 2, 2022

1 **Q. Please state your name, title, and employer.**

2 A. My name is Alice Napoleon. I am a Principal Associate at Synapse Energy Economics,
3 Inc. (“Synapse Energy Economics”) located at 485 Massachusetts Avenue, Suite 3,
4 Cambridge, MA 02139.

5
6 **Q. Have you previously testified in this docket?**

7 A. Yes. On behalf of CURB, I provided direct and cross-answering testimony in this docket,
8 Docket No. 22-EKME-254-TAR (“Docket 22-254”), regarding the 2023-2026 Demand-
9 Side Management (“DSM”) Portfolio and updated Energy Efficiency Rider (“EER”) filed
10 by Evergy Kansas Metro, Inc. (“Evergy Kansas Metro”) and Evergy Kansas Central, Inc.
11 and Evergy Kansas South, Inc. (referred to together as “Evergy Kansas Central”)
12 (collectively referred to herein as “Evergy” or the “Company”) pursuant to the Kansas
13 Energy Efficiency Investment Act (“KEEIA”). I also provided testimony in support of the
14 *Non-unanimous Partial Settlement Agreement—KEEIA Programs*, filed with the *Motion*
15 *to Approve Non-unanimous Partial Settlement Agreement on DSM Programs* on August 1,
16 2022, as well as the *Non-unanimous Partial Settlement Agreement – Financial Recovery*
17 filed with the *Motion to Approve Non-unanimous Partial Settlement Agreement on*
18 *Financial Recovery* (collectively, “Initial S&As”). My educational and professional
19 background is described in this previous testimony.

20
21 **Q. What is the purpose of your testimony?**

22 A. My testimony opposes the *Non-Unanimous Settlement Agreement—Alternative KEEIA*

1 *Plan* (“Alterative S&A”), filed in this docket on November 15, 2022, and urges the
2 Commission to approve the Initial S&As. I have already testified as to how the Initial S&As
3 meet the five-factor test for approval of non-unanimous settlements. CURB’s brief will
4 address those five factors with respect to the Alternative S&A. However, my testimony
5 describes how the Initial S&As promote the public interest more than the Alternative S&A.
6

7 **Q. Please provide a brief background of this proceeding.**

8 A. On December 17, 2021, Evergy filed an application seeking approval for its Demand-Side
9 Management Program Portfolio and Recovery Mechanism.¹ This application provided
10 projected energy savings, costs, and benefits for nine proposed programs, including four
11 residential programs, four business programs, and the pilot incubator program.²

12 In addition to CURB, a number of other parties requested and were granted intervention in
13 this docket. These include: Atmos Energy Corporation (“Atmos”), Black Hills/Kansas Gas
14 Utility Company, LLC d/b/a Black Hills Energy (“Black Hills”), and Kansas Gas Service
15 (“KGS”) (collectively, the “Gas Utilities”); Climate + Energy Project (“CEP”); Kansas
16 Industrial Consumers Group, Inc., Associated Purchasing Services (“APS”), Spirit
17 AeroSystems, Inc. (“Spirit”), Occidental Chemical Corporation (“Oxy-Chem”), and The
18 Goodyear Tire & Rubber Company (“Goodyear”) (“collectively referred to as “KIC”);
19 Natural Resources Defense Council (“NRDC”); and Sierra Club and Kansas Appleseed

¹ Application of Evergy Kansas Metro, Inc., Evergy Kansas South, Inc. and Evergy Kansas Central, Inc. for Approval of Demand-Side Management Program Portfolio and Recovery Mechanism. Dec. 17, 2021. Docket No. 22-EKME-254-TAR.

² Evergy Kansas Metro and Evergy Kansas Central. KEEIA 2023 – 2026 Demand-Side Management Portfolio Filing, December 17, 2021, p. 7. Hereafter called “2023-2026 DSM Portfolio Filing.”

1 Center for Law and Justice, Inc. (“Kansas Appleseed”), collectively referred to herein as
2 “the Parties”.

3 During this docket, CURB issued 61 data requests and participated in numerous meetings
4 and technical conferences as part of its review of Evergy’s application. CEP, the Gas
5 Utilities, KCC Staff, NRDC, and Sierra Club and Kansas Appleseed also issued extensive
6 informational requests.

7 Direct testimony was submitted on behalf of the Gas Utilities; CEP; CURB; KCC Staff;
8 NRDC; and Sierra Club and Kansas Appleseed.

9 The Gas Utilities; CEP; CURB; and Sierra Club and Kansas Appleseed submitted cross-
10 answering testimony.

11 A Settlement Conference commenced on July 26, 2022. All parties participated in the
12 Settlement Conference, and settlement discussions continued until two agreements, the
13 Initial S&As, were filed on August 1, 2022. The *Non-unanimous Partial Settlement*
14 *Agreement – Financial Recovery* (“Financial Recovery Agreement”), attached to the
15 *Motion to Approve Non-unanimous Partial Settlement Agreement on Financial Recovery*
16 (“Motion on Financial Recovery”) was filed on August 1, 2022, before the KCC. The
17 signatories to the Financial Recovery Agreement include Evergy, CEP, CURB, NRDC,
18 and Sierra Club and Kansas Appleseed. Almost all of the parties—Evergy, CEP, CURB,
19 KCC Staff, NRDC, and Sierra Club and Kansas Appleseed—signed the *Non-unanimous*
20 *Partial Settlement Agreement—KEEIA Programs* (“Programs Agreement”), attached to the
21 *Motion to Approve Non-unanimous Partial Settlement Agreement on DSM Programs*
22 (“Motion on Programs”), filed on August 1, 2022 before the KCC.

Hearings were held on August 9th and 10th, 2022. Since those hearings, Evergy requested extensions of the procedural schedule to have additional discussions with stakeholder parties. On November 15, 2022, Evergy, KCC Staff, KGS, Black Hills and Atmos filed the Alternative S&A.

Q. Please outline the key terms regarding overall savings targets and budget for the Alternative S&A.

A. The 4-year savings targets and budget for the Alternative S&A are detailed in Table 1.

Table 1: Alternative S&A Key Terms, 2023-2026

	Evergy Central	Evergy Metro	Total
Energy Savings (MWh)	15,332	4,457	19,789
Power Savings (MW)	115	48	163
Budget (\$M)	\$33.50	\$11.56	\$45.06

Source: See Appendix A of Joint Motion for Consideration of Alternative Settlement Agreement. Docket No. 22-EKME-254-TAR. (November 15, 2022).

Q. How do the savings and budget for the Alternative S&A compare with those of the Initial S&As?

A. Under the Initial S&As, the combined budget for the Central and Metro service areas is up to \$122 million over four years if all metrics are achieved. In contrast, the Alternative S&A calls for a budget of \$45.06 million for both service areas, or 37 percent of the Initial S&As budget. Table 2 details the differences in the two proposed options.

Table 2: Comparison of Key Terms in the Initial S&As and Alternative S&A

	Initial S&As	Alternative S&A	Difference	% Change
Energy Savings (MWh)	243,822	19,789	224,033	-92%
Power Savings (MW)	246	163	83	-34%
Budget (\$M)	\$122	\$45	\$77	-63%

Source: Testimony of Darrin R. Ives in Support of Non-Unanimous Alternative KEEIA Settlement Agreement. DOCKET NO. 22-EKME-254-TAR. (November 22, 2022) p. 15.

As shown above, relative to the Initial S&As, the Alternative S&A results in a reduction of 224,033 MWh of energy savings and 83 MW of demand savings. Stated as a percentage, energy savings in the Alternative S&A are less than 10 percent of the energy savings that Kansans would enjoy under the Initial S&As. Peak MW savings are reduced by 34 percent in the Alternative S&A from those in the Initial S&As. Participation levels will also be reduced by the elimination of several programs in the Alternative S&A.³

Q. Please summarize the programs in the Alternative S&A.

A. The Alternative S&A includes two demand response programs, two energy education programs, and one residential energy efficiency program limited to hard-to-reach homes. The specific programs, alongside their proposed costs and savings, are presented in Table 3.

³ Based on the participation estimates provided by the Company in response to CEP-3-5, as a rough but conservative estimate, the elimination of several programs and of the Home Energy Report by the Alternative S&A is likely to reduce participation levels by at least one third relative to participation levels anticipated for the original filing. I note that, relative to both the original filing and the Initial S&As, several of the programs that remain in the Alternative S&A decrease in budget and scope, which would further reduce participation levels. In addition, opportunities to substantially reduce bills will be far more limited under the Alternative S&A.

1 *Table 3: Alternative S&A Program Offerings*

Program Name	Total Cycle		
	MWh Savings	Peak MW Savings	Budget (\$M)
Business Demand Response	-	70	9
Business Energy Education	-	-	2
Hard-to-Reach Homes	14,348	7	10
Home Demand Response	5,441	85	21
Home Energy Education	-	-	4
Total Portfolio	19,789	163	45

2 *Source: See Appendix A of Joint Motion for Consideration of Alternative Settlement Agreement. Docket No. 22-EKME-*
 3 *254-TAR. (November 15, 2022).*

4

5 **Q. How do these offerings compare with the offerings in the Initial S&As?**

6 A. The Alternative S&A does *not* include these offerings that were included in the Initial
 7 S&As:

- 8 • Whole Business Efficiency, open to business customers, which would provide
 9 incentives for installing both new energy efficient equipment and improving the
 10 performance of existing energy efficient equipment.
- 11 • Hard-to-Reach Business, targeting small businesses and non-profits, which
 12 would provide free energy savings kits, energy assessments, and enhanced
 13 rebates from the Whole Business Efficiency Program. The program would also
 14 include new incentives and rebates for eligible customers.
- 15 • Whole Home Efficiency, targeting residential single and multifamily
 16 customers, which would provide holistic financial incentives to help customers
 17 improve the efficiency and comfort of their homes.

- 1 • On-Bill Financing/Pay As You Save (PAYS®) program, open to residential
2 (both market rate and hard-to-reach) customers, which would improve
3 affordability for participants by setting repayments relative to annual bill
4 savings from energy efficiency improvements.

5 In effect, most of the energy efficiency offerings have been cut from the Alternative S&A.
6 This represents a significant shortcoming of the Alternative S&A. Relative to the Initial
7 S&As, the Alternative S&A provides fewer opportunities for Kansans to reduce their
8 energy bills through Evergy-run programs, which the Staff and most other stakeholders
9 agreed were beneficial and should be approved by the Commission. Furthermore, it ignores
10 the findings from an energy efficiency survey conducted by Evergy in July 2021, which
11 found that 95 percent of customers supported expanding energy efficiency programs
12 currently available in Missouri to Kansas, and that 69 percent of customers reported interest
13 in participating in the PAYS® program.⁴ In 2021, Evergy Metro provided 14 DSM
14 programs and Evergy Missouri West provided 12, which provided a combined 128,000
15 MWh of savings on a net basis.⁵ As shown in Table 4, all of these programs were cost-
16 effective; this is particularly true for the energy efficiency programs.

⁴ KEEIA 2023 – 2026 Demand-Side Management Portfolio Filing May 2022 Update. Docket No. 22-EKME-254-TAR. (May 2022) p. 17.

⁵ Evergreen Economics. July 2022. Independent EM&V Audit of the Evergy PY2021 Program Evaluations. Available at: <https://efis.psc.mo.gov/mpsc/commoncomponents/viewdocument.asp?DocId=939645335> pp. 21-25.

Table 4: Cost-Effectiveness of Missouri DSM Portfolios (Utility Cost Test)

Utility Cost Test Results	Evergy Missouri West	Evergy Metro (Missouri)
Residential Energy Efficiency Portfolio	1.47	1.49
Commercial Energy Efficiency Portfolio	2.06	1.73
Demand Response Portfolio	1.32	1.32

Source: Evergreen Economics. July 2022. Independent EM&V Audit of the Evergy PY2021 Program Evaluations. Available at: <https://efis.psc.mo.gov/mpsc/commoncomponents/viewdocument.asp?DocId=939645335> p.44

Choosing to implement the Alternative S&A over the Initial S&A would ignore demonstrated ratepayer preferences and likely lead to increased ratepayer costs. Similarly, and of particular note, the Alternative S&A does not have the PAYS® program that was contained in the Initial S&As. By the number of public comments made in this docket, the PAYS® program was very important to low-income ratepayers.⁶ Those low-income ratepayer concerns are ignored in the Alternative S&A.

Q. How does the level of savings compare with assumptions in Evergy’s Integrated Resource Plan (IRP)?

A. The 2021 IRP anticipates that DSM will play a much larger role in reducing energy load over the program years (2023-2026) than either the Alternative S&A or Initial S&As contemplate. The comparisons are depicted in Figure 1.^{7,8}

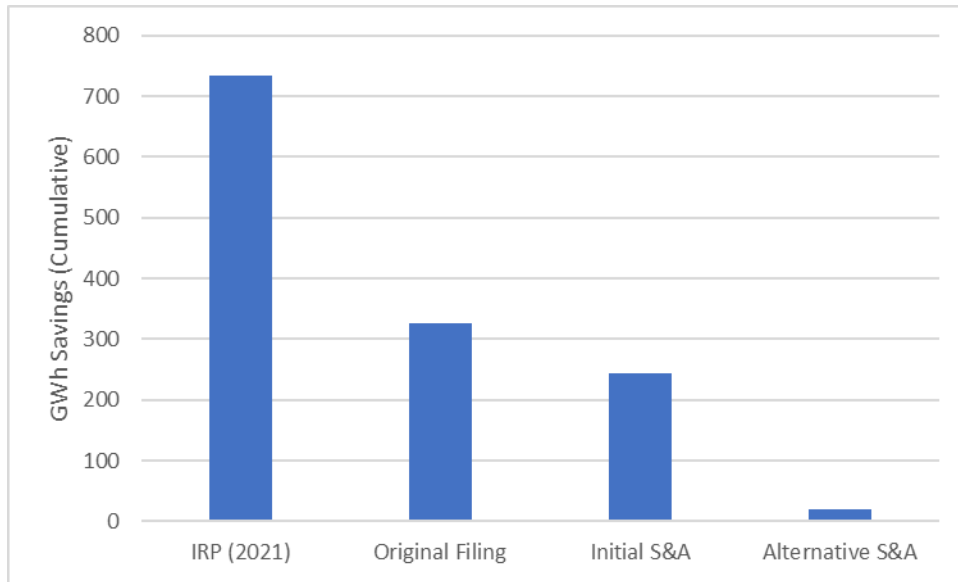
⁶ See Notice of Filing of Public Comments. Docket No. 22-EKME-254-TAR. (July 7, 2022).

⁷ The 2022 IRP, filed on June 10, 2022, notes that the DSM levels provided in the 2022 IRP are consistent with the levels detailed in the 2021 IRP. (Evergy Kansas Central and Evergy Metro 2022 Annual Update. Docket No. 19-KCPE-096-CPL. June 10, 2022, p. 83).

⁸ Evergy Kansas Central and Evergy Metro 2021 Integrated Resource Plan. Docket No. 19-KCPE-096-CPL. (June 3, 2021) pp.49-50.

1

Figure 1: Comparison of Cumulative Energy Savings in IRP, Initial Filing, and Settlement Scenarios



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While the Initial S&As are not expected to achieve the levels of DSM assumed in the IRP, they would come much closer than the Alternative S&A. Under the Initial S&As, in program year 4, Eversource would achieve 33.2 percent of the IRP DSM savings on a cumulative basis. Conversely, under the Alternative S&A, Eversource is expected to achieve only 2.7 percent of the savings levels contemplated by the IRP.

6

7

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9

10 **Q. What are the implications of the low level of savings in the Alternative S&A for**
 11 **resource decisions?**

12 A. In the absence of much greater DSM investment, Eversource may be forced to make
 13 suboptimal, and potentially uneconomic choices that are inconsistent with the IRP. Because
 14 energy efficiency networks take time to develop, the Alternative S&A would make
 15 attaining the IRP goals practically and economically out of reach in this program cycle,
 16 and likely beyond it.

1 **Q. Would the demand response in the Alternative S&A provide support for ramping up**
2 **DSM in the future?**

3 A. Not to a substantial degree. Demand response would largely develop and foster different
4 capabilities than energy efficiency. While a helpful tool to reduce load, demand response
5 should not be considered a primary means to get energy efficiency off the ground in
6 Kansas.

7 Furthermore, the Wichita State University survey regarding utility-sponsored energy
8 efficiency raises concerns about the effectiveness of garnering residential customer
9 participation in demand response.⁹ Customer experiences with utility-led demand response
10 varied, with some survey participants expressing discomfort with giving the utility control
11 of heating and cooling of the home and refusing to participate in a utility thermostat
12 program. Focusing offerings on this program for all residential ratepayers might not
13 establish significant participation and interest in energy efficiency programs at a future
14 date. Without a broader base of ratepayer involvement, the Alternative S&A is likely to
15 fail at establishing a viable path forward for energy efficiency in Kansas.

16
17 **Q. Does the Alternative S&A include lost revenue recovery?**

18 A. Yes. In contrast to Staff's testimony in opposition to the Initial S&As lost recovery
19 mechanism¹⁰, the terms regarding lost revenue in the Alternative S&A are similar to the

⁹ Residential attitudes toward utility-sponsored energy efficiency programs in Kansas. Jeffrey W. Jarman and Lisa M. Parcell, Pg. 10 (Published October 2020). Accessed at: https://kcc.ks.gov/images/PDFs/kansas-energy-office/Wichita_State_Work_Study.pdf.

¹⁰ See generally Testimony in Opposition to Non-Unanimous Settlement Agreement of Justin Grady on Behalf of the KCC. Docket No. 22-EKME-254-TAR. (August 3, 2022).

1 Throughput Disincentive mechanism proposed in Evergy's original DSM filing. The
2 mechanism in the Alternative S&A appears to be materially the same as in the Initial S&As,
3 with the exception of the limitation of the lost revenue to four years from the installation
4 of the measure contained in the Initial S&As.

5
6 **Q. Are the terms regarding lost revenues from the Alternative S&A better than the terms
7 of the Initial S&As from a public interest perspective?**

8 A. No. Per kWh saved, the mechanism included in the Initial S&As provides more protection
9 to consumers than the one in the Alternative S&A. Specifically, the Initial S&As limited
10 lost revenue to four years from the installation of the measure, while the Alternative S&A
11 includes no such limit.

12
13 **Q. Are such limits on lost revenue collection common in other states?**

14 A. Yes. For example, Kentucky, Ohio, and South Carolina limit lost revenue to three years.¹¹

15
16 **Q. What are the consequences of the Alternative S&A's failure to limit lost revenue?**

17 A. The limitation on lost revenue in the Initial S&As provides a valuable safeguard from the
18 possibility that the lost revenue mechanism may result in over-collection of lost revenues
19 caused by Evergy's energy efficiency measures. One of the reasons why I opposed the
20 throughput disincentive in the Evergy application is that LRAMs often result in contentious

¹¹ Evergy's response to CURB-30.

1 and expensive hearings over how to estimate lost revenue caused by energy efficiency
2 programs to be offered in the future. For that reason, I recommended that the stakeholders
3 collaborate toward forming a decoupling mechanism to recover lost revenues in the
4 immediate future.

5 Even if there are no efforts to expand energy efficiency during the 2023-2026 period—
6 which would represent a lost opportunity for Kansans to avail themselves of this low-cost
7 energy resource—adopting the lost revenue mechanism in the Alternative S&A with the
8 very limited scope of programs contained therein would set a poor precedent for future
9 energy efficiency programs in the state.

10 I also note that the Initial S&A provided an opportunity for stakeholders to discuss moving
11 to an alternative mechanism to address lost revenue, such as decoupling. No such
12 opportunity is contemplated in the Alternative S&A. The Alternative S&A lacks limits on
13 lost revenue, risking overcollection from ratepayers, while providing no potential for
14 stakeholder collaboration to develop alternative mechanisms to replace the LRAM.

15
16 **Q. Would you please elaborate on the stakeholder collaboration process that is missing**
17 **from the Alternative S&A?**

18 A. Yes. The Alternative S&A does not include the provision of the Initial S&As which calls
19 for a collaborative process to discuss and refine the DSM framework in Kansas going
20 forward—thereby providing a better foundation for energy efficiency in the state. The
21 collaborative process detailed in the Initial S&As considers and makes recommendations
22 on the following:

- 1 • Establishment of reporting requirements, including frequency of reporting and
2 data to be reported, including but not limited to savings, spending, and
3 participants (residential, business, income eligible, and residents of distressed
4 community).
- 5 • Improvements to cost-effectiveness testing practices and modeling
6 transparency within cost-effectiveness calculations and the Technical Resource
7 Manual (TRM).
- 8 • Support for energy efficiency in new construction.
- 9 • Cost recovery, compensation, decoupling mechanisms and/or alternative
10 methods to support energy efficiency.

11
12 **Q: In your Cross-Answering Testimony, you supported Staff’s suggestions made by Mr.**
13 **Hall as an improvement to the TD contained in the Evergy application, but ultimately**
14 **supported the Initial S&As which did not contain those suggestions. Why?**

15 A: The lost recovery mechanism proposed in the Evergy application lacked transparency, in
16 particular in the TRM, and had little or no guardrails for ratepayers. Evergy’s proposal
17 called for a true up at rate cases, but it is my understanding that there is no specific
18 requirement for Evergy to come in for a rate case at any specific interval. Mr. Hall’s
19 suggestions would have provided checks on the lost revenue. Evergy’s offer to put a sunset
20 on the period of savings for lost revenue, one of the terms of the Initial S&As, would also
21 provide a check on the lost revenue.

1 In my view, the Initial S&As offer a better means forward overall toward implementing
2 energy efficiency, with the collaboration towards decoupling, transparency and other
3 important issues, than Mr. Hall's suggestions. Therefore, I recommended that CURB
4 support the Initial S&As.

5 But to be plain, it was never my recommendation to support the energy efficiency programs
6 no matter the cost. Rather, I believed it important to support a robust set of energy
7 efficiency programs (to which most stakeholders agreed were in the public interest) with
8 financial recovery mechanisms that include reasonable safeguards such as the safeguards
9 contained in the Initial S&As. It bears reiteration that cost-effective energy efficiency is a
10 least cost resource, which benefits all ratepayers through lower energy and peak capacity
11 costs than supply side resources. The Alternative S&A deprives Kansans of practically all
12 of those savings. Choosing the Alternative S&A over the Initial S&As would also have
13 impacts beyond the program period (2023-2026). Energy efficiency infrastructure—made
14 up of workers and businesses who support energy efficiency—takes time to develop. These
15 networks can support ramp up of DSM efforts after a program cycle ends. The Alternative
16 S&A's lack of robust energy efficiency programs for all residential ratepayers is not likely
17 to provide an effective start to develop these networks for future growth and participation.
18 The Initial S&As contain a robust set of energy efficiency programs which are clearly in
19 the public interest and will result in higher energy and peak savings than the Alternative
20 S&A. In my opinion, the Initial S&As represent a much sturdier foundation for DSM in
21 Kansas than the Alternative S&A. Therefore, the Initial S&As promote the public interest
22 better than would the Alternative S&A.

1 **Q. What do you recommend?**

2 A. I recommend that the Commission approve both of the Initial S&As, as they will provide
3 more benefits to ratepayers than the Alternative S&A. Consistent with the discussion
4 above, I recommend the Commission reject the Alternative S&A.

5


6 **Q. Does this conclude your testimony?**

7 A. Yes, it does.

VERIFICATION

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF MIDDLESEX) ss:

Alice Napoleon, being duly sworn upon her oath, deposes and states that she is a consultant for the Citizens' Utility Ratepayer Board, that she has read and is familiar with the foregoing *Testimony in Opposition to Alternative Settlement Agreement*, and that the statements made herein are true and correct to the best of her knowledge, information, and belief.



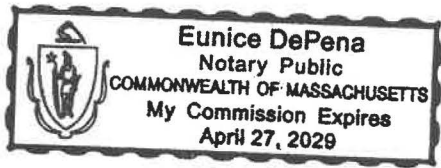
Alice Napoleon

SUBSCRIBED AND SWORN to before me this 2nd day of December, 2022.



Notary Public

My Commission expires:



CERTIFICATE OF SERVICE

22-EKME-254-TAR

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 2nd day of December, 2022, to the following:

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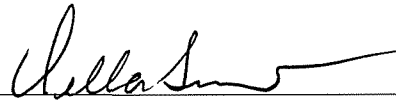
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