

**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 Approval of ) Docket No. 22-EKME-254-TAR  
its Demand-Side Management Portfolio )  
Pursuant to the Kansas Energy Efficiency )  
Investment Act (“KEEIA”), K.S.A. 66-1283. )

**MOTION TO APPROVE NON-UNANIMOUS  
PARTIAL SETTLEMENT AGREEMENT ON DSM PROGRAMS**

COME NOW Evergy Kansas Metro, Inc., Evergy Kansas South, Inc. and Evergy Kansas Central, Inc. (“Evergy”), the Staff of the State Corporation Commission of the State of Kansas (“Staff”), the Citizens’ Utility Ratepayer Board (“CURB”), Climate + Energy Project (“CEP”), Natural Resources Defense Council (“NRDC”), Sierra Club (“Sierra Club”) and Kansas Appleseed Center for Law and Justice, Inc. (“Kansas Appleseed”), (referred to collectively as “Joint Movants”), and hereby request the State Corporation Commission of the State of Kansas (“Commission”) issue an order approving the Non-Unanimous Partial Settlement Agreement – KEEIA Programs (“Program S&A”) entered into by the Joint Movants and submitted with this Motion. In support of its Motion, Joint Movants state the following:

**I. BACKGROUND**

1. On December 17, 2021, pursuant to the Kansas Energy Efficiency Investment Act (“KEEIA”), K.S.A. 66-1283, Evergy filed an Application in this matter seeking approval of its proposed Demand-Side Management (“DSM”) Portfolio.<sup>1</sup>

---

<sup>1</sup> On May 18, 2022, Evergy filed corrections to the Evergy KEEIA 2023-2026 Demand-Side Management Portfolio Report (“Report”) filed with its Application. The term “Application” as used herein refers to the December 17, 2021 Application as corrected on May 18, 2022.

2. CURB, CEP, NRDC, Sierra Club, Kansas Appleseed, Atmos Energy Corporation (“Atmos”), Kansas Gas Service, a Division of ONE Gas, Inc. (“Kansas Gas Service”), Black Hills/Kansas Gas Utility Company, LLC, d/b/a Black Hills Energy (“Black Hills”), and Kansas Industrial Consumers Group, Inc. (“KIC”), Associated Purchasing Services (“APS”), Spirit AeroSystems, Inc. (“Spirit”), Occidental Chemical Corporation (“Oxy-Chem”), and The Goodyear Tire & Rubber Company (“Goodyear”), (collectively “KIC”) filed for, and were granted, intervention in the docket.

3. Pursuant to the *Revised Presiding Officer Order Granting Joint Motion To Modify Procedural Schedule* (“Procedural Order”) issued April 19, 2022, the parties to this proceeding met and conducted settlement discussions on July 26, 2022, which were carried over to July 27 and 28, 2022.

4. As a result of the settlement discussions, Joint Movants reached a non-unanimous, partial settlement agreement on DSM programs, which has been reduced to writing, is attached to this Joint Motion as **Exhibit A**, and is incorporated herein by reference.<sup>2</sup> This Program S&A is partial in that it does not address the financial recovery issues involved in the docket, and it is non-unanimous in that the Gas Utilities (Atmos, Kansas Gas Service, and Black Hills) oppose the Program S&A.<sup>3</sup>

5. Joint Movants recognize that the law generally favors the good faith settlement of disputed issues,<sup>4</sup> and that the Commission will evaluate a stipulated agreement to determine

---

<sup>2</sup> The Procedural Order established July 29, 2022 as the deadline for filing settlement agreements. On that date, the Joint Movants filed a motion for a one day extension of the deadline, which was granted.

<sup>3</sup> Concurrent with the filing of this Program S&A, a separate “Non-Unanimous Partial Settlement Agreement - Financial Recovery” is being filed by a different subset of the parties that resolves all financial recovery issues.

<sup>4</sup> *Krantz v. University of Kansas*, 271 Kan. 234, 241-242, 21 P.3d 561, 567 (2001).

whether (a) it is supported by substantial competent evidence in the record as a whole, (b) it results in just and reasonable rates, and (c) it is in the public interest.<sup>5</sup>

6. Testimony in support of the Program S&A will be filed by close of business on August 3, 2022.<sup>6</sup> The testimony will explain that approval of the Program S&A is supported by substantial competent evidence in the record as a whole, that it will result in just and reasonable rates, and that it is in the public interest.<sup>7</sup>

WHEREFORE, Joint Movants respectfully request the Commission grant this Motion, thereby approving in its entirety the attached Non-Unanimous Partial Settlement Agreement – KEEIA Programs.

Respectfully submitted,

Cathryn J. Dinges, (#20848)  
Corporate Counsel  
Evergy, Inc.  
818 South Kansas Avenue  
Topeka, Kansas 66612  
Phone: (785)575-8344  
[Cathy.Dinges@evergy.com](mailto:Cathy.Dinges@evergy.com)

/s/ *Glenda Cafer*

Glenda Cafer (#13342)  
Morris Laing Evans Brock & Kennedy  
800 SW Jackson, Ste 1310  
Topeka, Kansas 66612  
Phone: (785) 430-2003  
[gcafer@morrislaing.com](mailto:gcafer@morrislaing.com)

**ATTORNEYS FOR EVERGY**

---

<sup>5</sup> Order Approving Nonunanimous Stipulation and Agreement, Docket No. 12-WSEE-112-RTS, April 18, 2012, ¶ 24.

<sup>6</sup> The Procedural Order established August 2, 2022 as the deadline for filing testimony on the settlement agreements. On July 29, 2022, the parties filed a motion for a one day extension of the deadline, which was granted.

<sup>7</sup> *Citizens' Utility Ratepayer Board v. State Corp. Comm 'n*, 28 Kan.App.2d 313, 316, 16 P.3d 319 (2000).

*/s/ Carly R. Masenthin*

Carly R. Masenthin (#27944)  
Litigation Counsel  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Kansas 66604  
(785) 271-3361  
[c.masenthin@kcc.ks.gov](mailto:c.masenthin@kcc.ks.gov)

**ATTORNEY FOR COMMISSION STAFF**

*/s/ David W. Nickel*

David W. Nickel, Consumer Counsel (#11170)  
Todd E. Love, Attorney #13445  
Joseph R. Astrab, Attorney #26414  
Citizens' Utility Ratepayer Board  
1500 SW Arrowhead Road  
Topeka, KS 66604  
(785) 271-3200  
[d.nickel@curb.kansas.gov](mailto:d.nickel@curb.kansas.gov)  
[t.love@curb.kansas.gov](mailto:t.love@curb.kansas.gov)  
[j.astrab@curb.kansas.gov](mailto:j.astrab@curb.kansas.gov)

**COUNSEL FOR THE CITIZENS' UTILITY  
RATEPAYERS BOARD**

*/s/ Robert R. Titus*

Robert R. Titus, #26766  
TITUS LAW FIRM, LLC  
6600 W. 95<sup>th</sup> Street, Suite 200  
Overland Park, Kansas 66212  
T (913) 359-6641  
F (913) 599-9238  
[rob@tituslawkc.com](mailto:rob@tituslawkc.com)

**ATTORNEY FOR NRDC**

*/s/ Teresa A. Woody*

Teresa A. Woody, KS Bar No. 16949  
Kansas Appleseed Center for Law and Justice, Inc.  
211 E. 8th Street, Suite D  
Lawrence, KS 66044  
(785) 251-8160  
[twoody@kansasappleseed.org](mailto:twoody@kansasappleseed.org)

**ATTORNEY FOR SIERRA CLUB AND  
KANSAS APPLESEED**

*/s/ Timothy J. Laughlin*

Timothy J. Laughlin (#28379)  
[tim.laughlin@gmail.com](mailto:tim.laughlin@gmail.com)

**ATTORNEY FOR CEP**

EXHIBIT A

**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 Approval of ) Docket No. 22-EKME-254-TAR  
its Demand-Side Management Portfolio )  
Pursuant to the Kansas Energy Efficiency )  
Investment Act (“KEEIA”), K.S.A. 66-1283. )

**NON-UNANIMOUS PARTIAL SETTLEMENT  
AGREEMENT - KEEIA PROGRAMS**

COME NOW Evergy Kansas Metro, Inc., Evergy Kansas South, Inc. and Evergy Kansas Central, Inc. (“Evergy”), the Staff of the State Corporation Commission of the State of Kansas (“Staff”), the Citizens’ Utility Ratepayer Board (“CURB”), Climate + Energy Project (“CEP”), Natural Resources Defense Council (“NRDC”), Sierra Club (“Sierra Club”) and Kansas Appleseed Center for Law and Justice, Inc. (“Kansas Appleseed”), and together as “Signatories” or “Signatory Parties”, hereby submit to the State Corporation Commission of the State of Kansas (“Commission”) for its consideration and approval the following Non-Unanimous Partial Settlement Agreement - KEEIA Programs (“Program S&A”):

**I. INTRODUCTION**

1. On December 17, 2021, pursuant to the Kansas Energy Efficiency Investment Act (“KEEIA”), K.S.A. 66-1283, Evergy filed an Application in this matter seeking approval of its proposed Demand-Side Management (“DSM”) Portfolio.<sup>1</sup>

---

<sup>1</sup> On May 18, 2022, Evergy filed corrections to the Evergy KEEIA 2023-2026 Demand-Side Management Portfolio Report (“Report”) filed with its Application. The term “Application” as used herein refers to the December 17, 2021 Application as corrected on May 18, 2022.

## EXHIBIT A

2. CURB, CEP, NRDC, Sierra Club, Kansas Appleseed, Atmos Energy Corporation (“Atmos”), Kansas Gas Service, a Division of ONE Gas, Inc. (“Kansas Gas Service”), Black Hills/Kansas Gas Utility Company, LLC, d/b/a Black Hills Energy (“Black Hills”), and Kansas Industrial Consumers Group, Inc. (“KIC”), Associated Purchasing Services (“APS”), Spirit AeroSystems, Inc. (“Spirit”), Occidental Chemical Corporation (“Oxy-Chem”), and The Goodyear Tire & Rubber Company (“Goodyear”), (collectively “KIC”) filed for, and were granted, intervention in the docket.

3. Commencing on Tuesday, July 26, 2022, the parties to this case held meetings to discuss settlement, pursuant to the Commission’s procedural order issued on April 19, 2022. As a result, Evergy, Staff, CURB, CEP, Sierra Club, Kansas Appleseed and NRDC were able to reach settlement on all issues concerning the design of the DSM programs proposed by Evergy in its Application. This Program S&A is partial in that it does not address the financial recovery issues involved in the docket, and it is non-unanimous in that the Gas Utilities (Atmos, Kansas Gas Service, and Black Hills) oppose the Program S&A.<sup>2</sup>

## **II. TERMS OF NON-UNANIMOUS PARTIAL SETTLEMENT AGREEMENT – KEEIA PROGRAMS**

4. The Signatory Parties agree that the DSM programs proposed by Evergy in its Application should be approved consistent with the terms set forth below:

### **A. Overall Budget and Savings Targets Changes**

- a. Settlement programs’ budgets range from 72% of filed budgets, with the potential to increase this range up to 90% of filed budgets if certain metrics are achieved. The Program Budget is included as **Attachment 1** to this agreement.
- b. Per jurisdiction, DSM portfolio includes a 4-year budget for nine programs: Business

---

<sup>2</sup> Concurrent with the filing of this Program S&A, a separate “Non-Unanimous Partial Settlement Agreement - Financial Recovery” is being filed by a different subset of the parties that resolves all financial recovery issues.

## EXHIBIT A

Demand Response, Home Demand Response, Whole Business Efficiency Whole Home Efficiency, Business Energy Education, Home Energy Education, Hard-to-Reach Business, Hard-to-Reach Homes and Pilots Incubator.

- i. The Whole Business Efficiency, Hard-to-Reach Business, Hard-to-Reach Homes, Business Energy Education (marketing) and Pilots Incubator programs will have metrics to meet to “unlock” additional budgets for program years 3 and 4.
- c. Savings targets (kW/kWh) will align with settlement proposed budgets.
- d. If Evergy changes the portfolio budget by more than 10% on an annual basis, it agrees to file with the Commission a report that will include an explanation of the reasons for the change, serve staff and other signatory parties, and obtain KCC approval.

### **B. Program Offers**

- a. Whole Business Efficiency & Hard-to-Reach Business
  - i. Remove Business New Construction component.
  - ii. Remove Business Comfort component from Whole Business Efficiency and Enhanced Business Comfort budget from Hard-to-Reach Business. Use Evergy filed budget for Business Product, Businesses Operational, and Enhanced Business Product, and Enhanced Business Operational components for years 1-4. The Business Comfort measure of “Business Custom - HVAC” will remain included in Whole Business Efficiency and Hard-to-Reach Business programs for years 1-4. The budget for Business Comfort and Enhanced Business Comfort for years 1 and 2 can remain in reserve. If Evergy can redesign the Business Comfort and/or Enhanced Business Comfort component in such a way as to pass the benefit-cost test in years 3 and 4, Evergy can request these components be added back to the Whole Business Efficiency and Hard-to-Reach Business Program and fund these using the reserve amounts from years 1 and 2 for years 3 and 4, respectively.
  - iii. Evaluate impact and performance to metrics at 18 months – Commission expedited approval.
  - v. Perform additional business customer surveys within 12 months of programs’ launches to evaluate interest in programs.
- b. Hard-to-Reach Homes
  - i. Hard-to-Reach Homes budget should be 10% as a percent of total portfolio but split into 5% weatherization and 5% non-weatherization. That 10% continues for years 3 and 4 with the opportunity to expand in years 3 and 4



## EXHIBIT A

if the programs show additional effectiveness. If Evergy can demonstrate by evidence that its low-income programs are effective, they have the opportunity to ask for budget increases in years 3 and 4 beyond the 10%. Evergy agrees to initiate a collaborative process where signatories and other interested parties are invited to work with Evergy over the next two years in attempting to define effectiveness and criteria by which to determine the appropriate budget level.

- ii. Add specific income-eligible multi-family component with a defined budget and savings targets.
  - iii. Evergy will work directly with partner agencies for weatherization funding and administration.
  - iv. Evergy will work with participants to the collaborative process to identify eligibility criteria for each Hard-to-Reach program component which, using county census data, would initially include all households earning up to 200% of the Federal Poverty Level (FPL). Evergy will align this eligibility criteria with each annual revision of the FPL. As part of the collaborative process to discuss and refine the DSM framework in Kansas going forward, potential discussion topics regarding eligibility criteria for this program in the future may include additional households at percentages above 200% of the FPL.
  - v. Evergy will work with S&A parties on Hard-to-Reach data reporting requirements.
  - vi. Maintain screw-in LEDs.
  - vii. Evaluate impact and performance to metrics at 18 months – Commission expedited approval.
- c. Whole Home Efficiency  
Remove residential retail screw-in LEDs results in reduction of budget by \$2.28M (27%) and 39,735 MWh in KS Central and \$1.04M (29%) and 18,540 MWh in KS Metro.
- d. On-Bill Financing – subject to further discussion regarding Staff’s questions
- i. Convert tariff to PAYS® requirements including:
    - 1. 80/20 rule for project parameters.
    - 2. No early pay-off or change in term length.
  - ii. Commission will review and approve PAYS® tariff with financing plan.
  - iii. Conduct financing funding source evaluation within 12 months and re-submit to Commission for expedited approval.<sup>3</sup>

---

<sup>3</sup> “expedited approval,” where it appears throughout = 90 days

## EXHIBIT A

- iv. In addition to the terms already contained in the MEEIA PAYS Tariff, contained in Exhibit JO-2 of James Owen's Direct Testimony filed June 17, 2022, the following terms will also be included:
1. Notice
    - a. Owners Agreement must specify that to become a Participant in the Program, a customer must agree to have a Property Notice attached to their property records.
    - b. If the participant is not the owner of the location, the Owner must sign an Owner Agreement stating the Owner agrees to have a Property Notice attached to their property records.
    - c. Evergy will notify successor customers before starting service that their residence is subject to On-Bill financing and their account is subject to a monthly service charge to repay those upgrades.
    - d. Successor customers must provide written acknowledgement that they will be subject to the On-Bill financing service charge.
    - e. Parties acknowledge that if a customer fails to provide written acknowledgement of the service charge, Evergy will not provide electric service at the property until such written acknowledgement is received.
    - f. Owner Agreement should inform owners that failure to disclose On-Bill financing to a tenant or subsequent owner shall result in the owner's acceptance of consequential damages and permission for a tenant or purchaser to break their lease or sales agreement without penalty (see PAYS tariff, p. 2, Program Description, subsection (b)).
  2. Administration
    - a. Evergy will hire a third-party Program Administrator to administer the program.
    - b. Program Administrator will perform an analysis to evaluate weather-normalized 12-month post-upgrade Project cost savings after the first year and confirm that the Service Charge remains lower than estimated Project Cost savings.

## EXHIBIT A

### 3. Service Charge

- a. The Service Charge may be reduced and the term may be elongated during the first year of the upgrades' life to the extent needed in order for the Participant to realize Project savings, up to 80% of the estimated life of the upgrades life but not longer than 12 years.
- b. The Service Charge will be eliminated for successor customers who have not received notice and who have not signed a written acknowledgement of upgrades at property.

### 4. Bad Debt

- a. Evergy shall not treat as bad debt program expenses that result from successor customers who were not properly notified and have not provided written acknowledgement.
- b. Evergy may treat program expenses as bad debt in the following circumstances:
  - Permanent cease of service at service Location.

### e. Residential Energy Education

- i. Complete residential marketing plan to be presented to stakeholders within 6 months of program approval.
- ii. Evergy will provide budget detail comparable to its Electrification Marketing Strategy and Customer Research Plan in KCC Docket No. 21-EKME-320-TAR.
- iii. The total of the Residential Energy Education budget and Business Energy Education budget combined (after excluding marketing components) shall not exceed 5% of total portfolio budget cost.

### f. Business Energy Education

- i. Reduce Business Energy Education (marketing) by 33% to accommodate for reduced program budget in program years 1 and 2.
- ii. Complete business marketing plan to be presented to stakeholders within 6 months of program approval.
- iii. Potential to unlock remaining marketing budget in program years 3 and 4 if Whole Business Efficiency and Hard-to-Reach Business programs meet metrics.
- iv. Evergy will provide budget detail comparable to its Electrification Marketing Strategy and Customer Research Plan in KCC Docket No. 21-

## EXHIBIT A

EKME-320-TAR.

- v. The total of the Residential Energy Education budget and Business Energy Education budget combined (after excluding marketing components) shall not exceed 5% of total portfolio budget cost.
  
- g. Pilot Incubator
  - i. Reduce budget by 80% in program years 1 and 2.
  - ii. Potential to unlock additional budget in program years 3 and 4 if program meets metrics.
  - iii. Incorporate specific ideas presented by stakeholders' testimony into process
  - iv. Within the Pilot Incubator Program, provide funding or training for work force development specific to multifamily properties.
  - v. Within the Pilot Incubator Program, fund research to analyze customer energy efficiency and disconnection data in a more holistic way to determine impact. In addition, under its filed program design and to further affect positive change, Evergy is agreeable to target customers who have a history of delinquent payments or disconnects to participate in the HTR Program.
  
- h. Home Demand Response
  - i. Maintain proposed budget and targets as filed.
  - ii. Focus on year-round event call opportunities.
  
- i. Business Demand Response
  - i. Maintain proposed budget and targets as filed
  - ii. Focus on year-round event call opportunities
  - iii. Exclude Market Based Demand Response.

### **C. Evaluation and Approvals**

- a. Evaluation
  - i. Agree that a new Staff directed auditor will be hired to assist Staff in the review of and provide feedback on the EM&V plan.
  - ii. Agree EM&V methodology will be submitted to the Commission for expedited approval.
  - iii. New auditor scope will entail auditing program implementers and customer installations for accuracy in data/measurements provided to Evergy EM&V evaluator, and review and provide feedback on Evergy EM&V results.
  - iv. Include cost for new auditor in Total Resource Cost ("TRC") calculations
  - v. Commission handles unresolved disputes between 3<sup>rd</sup> party evaluator and auditor, if any arise.

## EXHIBIT A

- vi. Initial TRM savings values will be applied retroactively and be tried up based on the program year 1 evaluation results. Thereafter, changes in TRM prospectively, unless greater than 15% variance at component level.
- vii. Provide stakeholders access to program tracking databases, including but not limited to documenting(s): (1) a unique identifier for the customer receiving incentives, (2) the amount of the incentive paid, (3) the purpose for which the incentive was paid, and (4) the technology (e.g., HVAC equipment) replaced as well as its replacement (e.g., SEER 14 air conditioner to SEER 17 air conditioner).

### b. Approvals

Commission will review in an expedited process and without new application, PAYS® tariff with financing plan.

## B. Collaborative Process

The stakeholders agree to establish a collaborative process to discuss and refine the DSM framework in Kansas going forward. The process should begin as the programs are being implemented, as well as the programs continue. At a minimum, the following topics will be discussed:

- a. Establish reporting requirements.
  - i. Frequency of reporting.
  - ii. Elements included in reporting.
    - 1. Annual savings, at both a net and gross level.
    - 2. Lifetime savings, at both a net and gross level.
    - 3. Spending broken down by cost categories, with each cost category defined and a rule for cost sharing between programs and customer sectors. Spending breakdown should have incentive vs admin cost delineated.
    - 4. Number of households/businesses served.
    - 5. Types of businesses/industries served.
    - 6. Participation in programs by census tracts and/or identified distressed communities. This should include participation and savings by sector (Residential and Commercial), as well as for Hard-to-Reach programs. [Every does not currently have census tract information]
    - 7. Number of income eligible single-family households and multifamily buildings, plus the number of units served in each building.
    - 8. Types and quantities of measures installed under each program.

## EXHIBIT A

- b. Development of a data dictionary.
- c. Evergy and stakeholders agree to make recommendations to the KCC, within a collaborative framework, regarding elements of the benefit-cost analysis (“BCA”) framework including, but not limited to, improving cost-effectiveness testing practices. The collaborative will also consider and make recommendations addressing modeling transparency within cost-effectiveness calculations and the TRM, new construction, cost recovery, and compensation. The goal will be to present such recommendations at least twelve (12) months prior to the end of the 4-year term of the present portfolio. Evergy will collaborate with stakeholders to consider and evaluate decoupling mechanisms and/or alternative methods to support energy efficiency that aligns with policy objectives of the State of Kansas.
- d. Evergy will collaborate with interveners on statutory language that will enable low-income rate assistance.

### **III. MISCELLANEOUS PROVISIONS**

#### **A. The Commission’s Rights**

5. Nothing in this Program S&A is intended to impinge or restrict, in any manner, the exercise by the Commission of any statutory right, including the right of access to information, and any statutory obligation, including the obligation to ensure that Evergy is providing efficient and sufficient service at just and reasonable rates.

#### **B. Regulatory Authority and Waiver of Cross Examination**

6. The Signatory Parties are submitting this Program S&A, with supporting testimony, pursuant to K.A.R. 82-1-230a and in accordance with the Commission’s procedural schedule established by Order issued April 19, 2022.

7. The Signatory Parties waive cross-examination on all testimony filed by the Signatory Parties prior to the filing of this Program S&A.

#### **C. Negotiated Settlement**

8. This Program S&A represents a negotiated settlement that resolves the issues as presented in this pleading. The Signatory Parties represent that the terms of this Program S&A

## EXHIBIT A

constitute a fair and reasonable resolution of the issues addressed herein. Except as specified herein, the Signatory Parties shall not be prejudiced, bound by, or in any way affected by the terms of this Program S&A (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 to not approve this Program S&A in the instant proceeding or if the Commission materially modifies or adds to its terms. Subject to paragraph 10 below, if the Commission accepts this Program S&A in its entirety and incorporates the same into a formal order without material modifications or additions, the Signatory Parties shall be bound by its terms and the Commission's order incorporating its terms as to all issues addressed herein and in accordance with the terms hereof, and will not appeal the Commission's order on these issues.

### **D. Interdependent Provisions**

9. The provisions of this Program S&A have resulted from negotiations among the Signatory Parties and are interdependent. In the event that the Commission does not approve and adopt the terms of this Program S&A in total, or if the Commission imposes additional or modified terms or obligations that material impact the rights or obligations of a Signatory Party, that Signatory Party has the right to void this Program S&A and, in such event, no Signatory Party hereto shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof. Further, in the event any Signatory Party opts to void this Program S&A pursuant to its terms, the Program S&A shall be considered privileged and not admissible in evidence or made a part of the record in any other proceeding.

10. This Program S&A is interrelated with the Non-Unanimous Partial Settlement Agreement - Financial Recovery being filed concurrently in this docket. Pursuant to K.S.A. 66-1283(c)(1)(C), upon final ruling of the Commission order in this docket, Evergy has the right to

EXHIBIT A

reconsider and may withdraw its plan within 30 calendar days from the date the final order is issued. By entering into this Program S&A, Evergy is not waiving its rights under K.S.A. 66-1283(c)(1)(C), and retains the ability to withdraw its proposal in its entirety if the Commission's final order on this Program S&A or on the Non-Unanimous Partial Settlement Agreement - Financial Recovery is not acceptable to Evergy.

IN WITNESS THEREOF, the Signatory Parties have executed and approved this Non-Unanimous Partial Settlement Agreement - KEEIA Programs, effective as of the 1<sup>st</sup> day of August, 2022, by subscribing their signatures below.

By: */s/ Darrin R. Ives*  
Darrin R. Ives  
ON BEHALF OF EVERGY

By: */s/ Carly Masenthin*  
Carly Masenthin  
ON BEHALF OF COMMISSION STAFF

By: */s/ David W. Nickel*  
David Nickel  
ON BEHALF OF CURB

By: */s/ Tim Laughlin*  
Tim Laughlin  
ON BEHALF OF CEP

By: */s/ Justin Somelofske*  
Justin Somelofske  
ON BEHALF OF SIERRA CLUB

By: */s/ Teresa A. Woody*  
Teresa A. Woody  
ON BEHALF OF KANSAS APPLESEED

By: */s/ Robert R. Titus*  
Robert R. Titus  
ON BEHALF OF NRDC



**Evergy KEEIA DSM Portfolio 2023-2026 Settlement Budget**

**Central**

Program Name	PY1	PY2	PY3	PY4	PY1-PY4 Total	"Reserve"
Business Demand Response	\$ 453,582	\$ 1,070,680	\$ 1,942,079	\$ 3,256,228	\$ 6,722,569	
Whole Business Efficiency	\$ 4,004,356	\$ 5,890,327	\$ 5,755,477	\$ 5,327,945	\$ 20,978,105	\$ 5,916,298
Business Energy Education	\$ 927,222	\$ 1,164,028	\$ 1,294,856	\$ 1,412,007	\$ 4,798,113	\$ 1,333,231
Hard-to-Reach Businesses	\$ 1,548,969	\$ 1,856,430	\$ 2,003,060	\$ 2,044,352	\$ 7,452,811	\$ 8,865,491
Business Sub-total	\$ 6,934,129	\$ 9,981,465	\$ 10,995,473	\$ 12,040,531	\$ 39,951,597	
Hard-to-Reach Homes	\$ 1,650,689	\$ 1,848,445	\$ 2,065,255	\$ 1,809,873	\$ 7,374,263	
Home Demand Response	\$ 2,039,239	\$ 2,472,795	\$ 3,999,491	\$ 6,391,592	\$ 14,903,117	
Whole Home Efficiency	\$ 907,024	\$ 1,466,374	\$ 1,906,662	\$ 2,047,910	\$ 6,327,970	
Home Energy Education	\$ 721,387	\$ 905,511	\$ 1,115,615	\$ 1,335,785	\$ 4,078,297	
Residential Sub-total	\$ 5,318,338	\$ 6,693,126	\$ 9,087,024	\$ 11,585,160	\$ 32,683,648	
Pilot Incubator	\$ 191,764	\$ 255,985	\$ 300,222	\$ 342,422	\$ 1,090,393	\$ 1,635,590
<b>Total</b>	<b>\$ 12,444,231</b>	<b>\$ 16,930,576</b>	<b>\$ 20,382,719</b>	<b>\$ 23,968,113</b>	<b>\$ 73,725,639</b>	<b>\$ 17,750,610</b>

**Metro**

Program Name	PY1	PY2	PY3	PY4	PY1-PY4 Total	"Reserve"
Business Demand Response	\$ 132,488	\$ 312,992	\$ 567,740	\$ 949,552	\$ 1,962,772	
Whole Business Efficiency	\$ 950,975	\$ 1,381,667	\$ 1,371,052	\$ 1,244,656	\$ 4,948,350	\$ 3,604,773
Business Energy Education	\$ 220,121	\$ 286,415	\$ 325,171	\$ 359,645	\$ 1,191,352	\$ 337,297
Hard-to-Reach Businesses	\$ 420,906	\$ 505,144	\$ 555,643	\$ 568,979	\$ 2,050,673	\$ 3,254,920
Business Sub-total	\$ 1,724,490	\$ 2,486,218	\$ 2,819,606	\$ 3,122,832	\$ 10,153,146	
Hard-to-Reach Homes	\$ 464,524	\$ 565,249	\$ 650,975	\$ 594,188	\$ 2,274,936	
Home Demand Response	\$ 795,267	\$ 951,274	\$ 1,532,878	\$ 2,441,205	\$ 5,720,625	
Whole Home Efficiency	\$ 374,197	\$ 597,569	\$ 760,453	\$ 817,690	\$ 2,549,908	
Home Energy Education	\$ 288,042	\$ 371,040	\$ 464,807	\$ 558,498	\$ 1,682,387	
Residential Sub-total	\$ 1,922,030	\$ 2,485,132	\$ 3,409,114	\$ 4,411,581	\$ 12,227,856	
Pilot Incubator	\$ 57,617	\$ 78,287	\$ 94,054	\$ 108,915	\$ 338,873	\$ 508,309
<b>Total</b>	<b>\$ 3,704,137</b>	<b>\$ 5,049,637</b>	<b>\$ 6,322,773</b>	<b>\$ 7,643,328</b>	<b>\$ 22,719,875</b>	<b>\$ 7,705,300</b>

"Reserve" Total (Both Juris) \$ 25,455,909

Total (Both Juris) \$ 96,445,514 \$ 121,901,423

% of Original Filing Plan 72% 90%

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SHAWNEE    )

**VERIFICATION**

I, Glenda Cafer, verify under penalty of perjury that I have caused the foregoing pleading to be prepared; that I have read and reviewed the same; and that the contents thereof are true and correct to the best of my information, knowledge, and belief.

*Glenda Cafer*

## CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing pleading was electronically served this 1<sup>st</sup> day of August, 2022 to:

CARLY MASENTHIN, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
[c.masenthin@kcc.ks.gov](mailto:c.masenthin@kcc.ks.gov)

DAVID COHEN, ASST.GENERAL COUNSEL  
KANSAS CORPORATION COMMISSION  
[d.cohen@kcc.ks.gov](mailto:d.cohen@kcc.ks.gov)

BRIAN FEDOTIN, GENERAL COUNSEL  
KANSAS CORPORATION COMMISSION  
[b.fedotin@kcc.ks.gov](mailto:b.fedotin@kcc.ks.gov)

JARED JEVONS, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
[j.jevons@kcc.ks.gov](mailto:j.jevons@kcc.ks.gov)

JOSEPH R. ASTRAB  
CITIZENS' UTILITY RATEPAYER BOARD  
[j.astrab@curb.kansas.gov](mailto:j.astrab@curb.kansas.gov)

TODD E. LOVE, ATTORNEY  
CITIZENS' UTILITY RATEPAYER BOARD  
[t.love@curb.kansas.gov](mailto:t.love@curb.kansas.gov)

DAVID W. NICKEL, CONSUMER COUNSEL  
CITIZENS' UTILITY RATEPAYER BOARD  
[D.NICKEL@CURB.KANSAS.GOV](mailto:D.NICKEL@CURB.KANSAS.GOV)

SHONDA RABB  
CITIZENS' UTILITY RATEPAYER BOARD  
[s.rabb@curb.kansas.gov](mailto:s.rabb@curb.kansas.gov)

DELLA SMITH  
CITIZENS' UTILITY RATEPAYER BOARD  
[d.smith@curb.kansas.gov](mailto:d.smith@curb.kansas.gov)

CATHY J. DINGES, CORP.COUNSEL  
EVERGY KANSAS CENTRAL, INC  
[Cathy.Dinges@evergy.com](mailto:Cathy.Dinges@evergy.com)

DARRIN R. IVES, REGULATORY AFFAIRS  
EVERGY METRO  
[Darrin.Ives@evergy.com](mailto:Darrin.Ives@evergy.com)

KIM WINSLOW  
EVERGY METRO  
[Kimberly.Winslow@evergy.com](mailto:Kimberly.Winslow@evergy.com)

BRIAN FILE  
EVERGY METRO  
[Brian.File@evergy.com](mailto:Brian.File@evergy.com)

TIM NELSON  
EVERGY METRO  
[Tim.Nelson@evergy.com](mailto:Tim.Nelson@evergy.com)

MARK FOLTZ  
EVERGY METRO  
[Mark.Foltz@evergy.com](mailto:Mark.Foltz@evergy.com)

MATTHEW DORITY  
EVERGY KANSAS  
[matthew.dority@evergy.com](mailto:matthew.dority@evergy.com)

LESLIE WINES  
EVERGY KANSAS CENTRAL, INC  
[leslie.wines@evergy.com](mailto:leslie.wines@evergy.com)

ROBERT E. VINCENT, MANAGING ATTORNEY  
KANSAS GAS SERVICE  
[robert.vincent@onegas.com](mailto:robert.vincent@onegas.com)

TIMOTHY J LAUGHLIN  
Climate & Energy  
[tim.laughlin22@gmail.com](mailto:tim.laughlin22@gmail.com)

ASHOK GUPTA, EXPERT  
NATIONAL RESOURCES DEFENSE COUNCIL  
[agupta@nrdc.org](mailto:agupta@nrdc.org)

ROBERT TITUS  
TITUS CONNORS, LLC  
[rob@tituslawkc.com](mailto:rob@tituslawkc.com)

TERESA WOODY  
KANSAS APPLESEED CENTER  
[twoody@kansasappleseed.com](mailto:twoody@kansasappleseed.com)

SUNIL BECTOR  
SIERRA CLUB  
[sunil.bector@sierraclub.org](mailto:sunil.bector@sierraclub.org)

JUSTIN T. SOMELOFSKE  
SIERRA CLUB  
[justin.somelofske@sierraclub.org](mailto:justin.somelofske@sierraclub.org)

CONNOR A. THOMPSON  
FOULSTON SIEFKIN LLP  
[cthompson@foulston.com](mailto:cthompson@foulston.com)

JAMES P ZAKOURA, ATTORNEY  
FOULSTON SIEFKIN LLP  
[jzakoura@foulston.com](mailto:jzakoura@foulston.com)

JAMES G. FLAHERTY, ATTORNEY  
ANDERSON & BYRD, L.L.P.  
[jflaherty@andersonbyrd.com](mailto:jflaherty@andersonbyrd.com)

DOUGLAS LAW, ASSOC GENERAL COUNSEL  
BLACK HILLS/KANSAS GAS UTILITY  
[douglas.law@blackhillscorp.com](mailto:douglas.law@blackhillscorp.com)

DOROTHY BARNETT  
CLIMATE & ENERGY PROJECT  
[barnett@climateandenergy.org](mailto:barnett@climateandenergy.org)

*Glenda Cafer*

---

Glenda Cafer