

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

**JOINT MOTION FOR CONSIDERATION OF
ALTERNATIVE SETTLEMENT AGREEMENT**

COMES 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 (“Commission Staff”), Kansas Gas Service, a Division of ONE Gas, Inc. (“Kansas Gas Service”), Atmos Energy Corporation (“Atmos”) and Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy (“Black Hills”), the foregoing referred to collectively herein as “Joint Movants”, and file with the State Corporation Commission of the State of Kansas (“Commission”) this Joint Motion for Consideration of an alternative settlement agreement . In support, the Joint Movants state as follows:

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.¹

2. On August 9-10, 2022, the Commission held an evidentiary hearing on Evergy’s Application in this docket at which the respective positions of the parties were presented, including a non-unanimous partial settlement agreement on financial recovery and a non-

¹ 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.

unanimous partial settlement agreement on demand-side management programs, both of which were filed August 1, 2022 (“Initial S&As”). The signatories to the non-unanimous partial settlement agreement on financial recovery are:

Evergy
The Citizens’ Utility Ratepayer Board (“CURB”)
Climate + Energy Project (“CEP”)
Natural Resources Defense Council (“NRDC”)
Sierra Club (“Sierra Club”)
Kansas Appleseed Center for Law and Justice, Inc. (“Kansas Appleseed”)

The signatories to the non-unanimous partial settlement agreement on programs are the same with the addition of Staff.

3. On August 23, 2022, Evergy filed a Motion to Stay Docket, which was revised on August 26, 2022. In the Motion, Evergy requested a Stay of proceedings to allow parties an opportunity to continue working together to reach a broader resolution of the issues involved in the docket than what was presented by the two non-unanimous settlement agreements.

4. On September 15, 2022, Evergy filed an update report advising the Commission that discussions were on-going, and although a new settlement agreement had not yet been reached, the discussions were constructive. As such, Evergy requested the Stay be continued until September 29, 2022, to allow the parties to continue their efforts, and that a revised settlement would be filed by that date or, alternatively, another update would be filed.

5. On September 29, 2022, Staff filed a motion requesting the Stay be extended until October 28, 2022, explaining that Staff and Evergy had identified terms that would allow Staff to join a settlement on financial recovery and they were ready to reach out to the other parties for input and discussion. Staff stated that the parties would file a revised settlement, or, in the alternative, another update to the Commission on or before October 28, 2022.

6. On October 28, 2022, Evergy filed a Motion for a One Day Extension for filing the Update. Evergy's request was granted by Order issued October 31, 2022.

7. On October 31, 2022, Staff filed a motion to extend the stay until November 1, 2022, and on November 1, 2022, Staff filed a motion requesting an extension of the stay until November 15, 2022. On November 8, 2022, the Commission issued an order granting an extension of the stay until November 15, 2022.

8. As a result of the post-hearing discussions, the Joint Movants reached a non-unanimous settlement agreement on programs and financial recovery mechanisms ("Alternative S&A"), which has been reduced to writing, is attached to this Joint Motion as **Exhibit A**, and is incorporated herein by reference. The Alternative S&A is non-unanimous in that the following parties are not signatories: KIC, CURB, CEP, NRDC, Sierra Club and Kansas Appleseed. CURB, CEP, NRDC, Sierra Club and Kansas Appleseed have indicated they oppose the Alternative S&A and continue to support the Initial S&As still pending before the Commission. KIC has represented it has no opposition to the Alternative S&A.

9. On November 15, 2022, concurrent with the filing of this Joint Motion, the parties filed a Joint Update setting out the agreed upon process for completion of this docket. That process allows Staff and Evergy to file the Alternative S&A for the Commission to consider as an alternative to the Initial S&As that are still pending before the Commission. The Initial S&As remain effective and continue to be supported by the signatories to those agreements as a reasonable option for consideration by the Commission, as well.

10. Assuming the Commission approves the proposed procedural schedule of the parties set out in the November 15th Joint Update, testimony in support of the Alternative S&A will be filed by November 22, 2022. Testimony in opposition will be filed by December 2, 2022.

11. As represented in the Joint Update, the parties do not believe an evidentiary hearing on the Alternative S&A is necessary as the existing record contains sufficient evidence upon which the Alternative S&A can be evaluated. The parties recognized in the proposed procedural schedule that the Commission may choose to hold an additional evidentiary hearing on the Alternative S&A, and if so, Evergy and Staff will participate fully in that hearing.

WHEREFORE, Joint Movants respectfully request the Commission consider the Alternative S&A presented in this Motion as a reasonable option for resolution of the issues involved in this docket.

Respectfully submitted,

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**ATTORNEY FOR KANSAS GAS SERVICE, A
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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 ALTERNATIVE
SETTLEMENT AGREEMENT**

COME NOW Evergy Kansas Metro, Inc., Evergy Kansas South, Inc. and Evergy Kansas Central, Inc. (“Evergy” or “Company”), the Staff of the State Corporation Commission of the State of Kansas (“Staff”), Kansas Gas Service, a Division of ONE Gas, Inc. (“Kansas Gas Service”), Atmos Energy Corporation (“Atmos”), Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy (“Black Hills”), together as “Signatories”, hereby submit to the State Corporation Commission of the State of Kansas (“KCC” or “Commission”) for its consideration and approval the following Non-Unanimous Settlement Agreement – Alternate KEEIA Plan (“Alternate S&A” or “Alternate Agreement”):

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.¹

2. The Citizens’ Utility Ratepayer Board (“CURB”), Climate + Energy Project (“CEP”), Natural Resources Defense Council (“NRDC”), Sierra Club and Kansas Appleseed Center for Law and Justice, Inc. (“Sierra Club” and “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”), (collectively, the “Gas Companies”), 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. On August 1, 2022, a non-unanimous partial settlement agreement on financial recovery was filed by Evergy, CURB, CEP, Sierra Club, Kansas Appleseed and NRDC, and a non-unanimous partial settlement agreement on DSM programs was filed by Evergy, Staff, CURB, CEP, Sierra Club, Kansas Appleseed and NRDC (“Initial S&As”). The Initial S&As are still effective and pending before the Commission for consideration.

4. Following the KEEIA evidentiary hearings held before the Commission on August 9-10, 2022, Evergy requested a Stay in the procedural process to further discuss potential outcomes of the docket with stakeholder parties. Additional extensions were requested on September 15, 2022, September 29, 2022, October 28, 2022, October 31, 2022 and November 1, 2022. As a result of these discussions, Evergy, Staff, KGS, Black Hills and Atmos were able to reach settlement on both DSM programs and a financial recovery mechanism (“Alternate S&A”). On

¹ On May 18, 2022, Evergy filed minor 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.

November 15, 2022, the parties filed a final update with the Commission with a proposed procedural schedule for completing the docket.

II. TERMS OF NON-UNANIMOUS SETTLEMENT AGREEMENT – ALTERNATE S&A

5. The Signatories agree that Commission approval of the DSM portfolio and financial recovery proposed by Evergy in its Application, as modified by the terms in the Alternate S&A outlined below, is an option for a fair and reasonable outcome of this docket. If adopted by the Commission, the Alternate S&A will allow Evergy to move forward with implementation of KEEIA programs in Kansas. The terms of the Alternate S&A are:

I. Overall Budget and Savings Targets Changes

- a. Per jurisdiction, the DSM portfolio includes a 4-year budget for five programs: Business Demand Response, Home Demand Response, Residential Energy Education, Business Energy Education and Hard-to-Reach Homes.
- b. The 4-year programs' budgets are included in **Attachment A** and total \$33.498 million in Kansas Central and \$11.564 million in Kansas Metro.
- c. Programs' savings targets (kW/kWh) align with budgets in I.b. above and are included in **Attachment A**.
- d. If Evergy plans to exceed 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 signatories to this agreement, and obtain Commission approval.
- e. In collaboration with Staff and Signatories to this agreement, Evergy has the flexibility to seek approval from the Commission to move budgets across the five programs during the 4-year period.

II. Program Offerings

- a. Hard-to-Reach Homes
 - i. The initial budgets for the components of Hard-to-Reach Homes will be set as follows: 20% Weatherization (delivered through partner agencies); 30% Income-eligible Single Family (not delivered through agencies); 50% Income-eligible multi-family (not delivered through agencies).
 - ii. Evergy will work directly with partner agencies for weatherization funding and

- administration.
- iii. Screw-in LEDs will be maintained as a measure offer for Hard-to-Reach Homes eligible customers.
- iv. Residential and Business Energy Education - The total of the Residential Energy Education budget and Business Energy Education budget combined (excluding marketing components of the programs) shall not exceed 5% of total portfolio budget cost.
- v. Home Demand Response - Maintain proposed budget, targets and tariff as filed in the Application.
- vi. Business Demand Response – Maintain proposed budget, targets and tariff as filed in the Application.

III. Evaluation and Approvals

- a. Staff will contract with a Staff-directed Auditor to assist Staff in the review of, and provide feedback on, the Evaluation, Measurement and Verification (“EM&V”) plan.
- b. EM&V methodology will be submitted to the Commission for expedited approval.
- c. Staff Auditor scope will entail auditing program implementers and customer installations for accuracy in data/measurements provided to Everygy third party evaluator, and review and provide feedback on Everygy EM&V results.
- d. Everygy will include the contract cost of Staff Auditor in its Total Resource Cost (“TRC”) calculations.
- e. The Commission will resolve disputes between Everygy’s third party evaluator and Staff Auditor, if any arise.
- f. Initial technical resource manual (“TRM”) savings values will be adjusted annually based on the most recent EM&V impact evaluation results.
- g. EM&V ex-post gross impact evaluation will include:
 - i. Engineering approaches, including International Performance Measurement and Verification Protocol (“IPMVP”) as appropriate, additional site-specific data such as equipment baseline and consumption data, metering studies, retrofit isolation engineering models, billing regression analysis, or building energy simulation model(s).
 - ii. Site specific consumption data utilized to determine gross impacts of energy efficiency measures for Hard-to-Reach Homes.
 - iii. Consumption data could be billing data, AMI interval-metered data, Energy Management System (“EMS”), or field measurement.
- h. Everygy will 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).

IV. Financial Recovery

- a. Program Carrying Costs
 - i. Program costs will start to be recovered with the energy efficiency rider (“EER”) 18 months after they are incurred.
 - ii. Program carrying costs will be based on the average of 12 months of current monthly short-term debt and 6 months of long-term debt from the most recent rate case.
- b. Lost Revenue
 - i. Lost revenue rate (\$/kWh) represents all revenue lost on kWh minus riders from the most recent effective rate case.
 - ii. Company's lost revenue will be estimated using TRM values and will be trued up by applying the final ex-post gross (after realization rate) kWh impact times any net to gross factors from the Commission approved EM&V final report for each program year.
 - iii. Ultimate annual lost revenue is calculated by using the lost revenue rate times the ex-post (after realization rate and net to gross factors) net kWh reduction.
- c. Earnings Opportunity
 - i. Earnings Opportunity will be based on efficient program spend of Home Demand Response, Business Demand Response and Hard-to-Reach Homes programs.
 - ii. There will be no earnings opportunity associated with the Home Energy Education and Business Energy Education programs.
 - iii. The target annual earnings opportunity dollar amount is set based on the 18-month value of latest Weighted Average Cost of Equity (“WACE”) per Company jurisdiction times the program costs for Home Demand Response, Business Demand Response and Hard-to-Reach Homes programs spent in that year.
 - iv. Earnings opportunity earned will be based on a sliding scale of performance starting at minimum of 75% of performance (kW for Business and Residential Demand Response and kWh for Hard-to-Reach Homes) with a 125% maximum.
 - v. If there is 100% kW or kWh achievement for Home Demand Response, Business Demand Response or Hard-to-Reach Homes programs, the Company also has opportunity for shared savings pending efficient program spend. In the shared savings approach, customers will benefit by 75% of the reduced spend to reach the target or above and the Company will share 25% as incentive for efficient program spend.

III. MISCELLANEOUS PROVISIONS

A. The Commission's Rights

6. Nothing in this Alternative Agreement 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

7. The Signatories are submitting this Alternative S&A, with supporting testimony to follow, pursuant to K.A.R. 82-1-230a and in accordance with the Commission's procedural schedule. The Signatories waive cross-examination on all testimony filed by the Signatories in support of this Alternative S&A.

C. Negotiated Settlement

8. This Alternative S&A represents a negotiated settlement that resolves the issues as presented in herein. The Signatories represent that the terms of this Alternate S&A constitute an option for a fair and reasonable resolution of the issues addressed herein. Except as specified herein, the Signatories 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 to not approve this Alternative S&A in the instant proceeding or if the Commission materially modifies or adds to its terms. Subject to paragraph 11 below, if the Commission accepts this Alternative S&A in its entirety and incorporates the same into a formal order without material modifications or additions, the Signatories shall be bound by its terms and the Commission's order incorporating its terms as to all issues addressed herein and will not appeal the Commission's order on these issues.

D. Interdependent Provisions

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

10. This Alternative S&A is not replacing the Initial S&As. It is presented for Commission consideration as an alternative option to the Initial S&As filed previously in this docket. The Initial S&As remain effective in their entirety as to all terms contained therein.

11. 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 reconsider and may withdraw its plan within 30 calendar days from the date the final order is issued. By entering into this Alternative 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 in this docket is not acceptable to Evergy.

IN WITNESS THEREOF, the Signatories have executed and approved this Alternate S&A effective as of the 15th day of November, 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/ James G. Flaherty*
James G. Flaherty
ON BEHALF OF ATMOS

By: */s/ James G. Flaherty*
James G. Flaherty
ON BEHALF OF BLACK HILLS

By: */s/ Robert Vincent*
Robert Vincent
ON BEHALF OF BLACK HILLS

ATTACHMENT A

Attachment A - Figure 1
Central

Program Name	PY1	PY2	PY3	PY4	Total	% of Budget
Business Demand Response	\$ 453,582	\$ 1,070,680	\$ 1,942,079	\$ 3,256,228	\$ 6,722,569	20.1%
Business Energy Education	\$ 278,166	\$ 349,208	\$ 388,457	\$ 423,602	\$ 1,439,434	4.3%
Hard-to-Reach Homes	\$ 1,650,689	\$ 1,848,445	\$ 2,065,255	\$ 1,809,873	\$ 7,374,263	22.0%
Home Demand Response	\$ 2,039,239	\$ 2,472,795	\$ 3,999,491	\$ 6,391,592	\$14,903,117	44.5%
Home Energy Education	\$ 541,040	\$ 679,133	\$ 836,711	\$ 1,001,839	\$ 3,058,723	9.1%
Total	\$ 4,962,717	\$ 6,420,262	\$ 9,231,994	\$ 12,883,134	\$33,498,106	

Earnings Opportunity Calculation (min 75% performance of kW-HDR/BDR or kWh-HTRH)

WACE @ Target	\$ 374,883	\$ 487,832	\$ 724,415	\$ 1,036,631	\$ 2,623,621
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WACE	12 mo	18 mo
EKC	6.0316%	9.05%
EKM	5.7787%	8.67%

Metro

Program Name	PY1	PY2	PY3	PY4	Total	% of Budget
Business Demand Response	\$ 132,488	\$ 312,992	\$ 567,740	\$ 949,552	\$ 1,962,772	17.0%
Business Energy Education	\$ 66,036	\$ 85,925	\$ 97,551	\$ 107,894	\$ 357,405	3.1%
Hard-to-Reach Homes	\$ 451,771	\$ 565,249	\$ 650,975	\$ 594,188	\$ 2,262,184	19.6%
Home Demand Response	\$ 795,267	\$ 951,274	\$ 1,532,878	\$ 2,441,205	\$ 5,720,625	49.5%
Home Energy Education	\$ 216,032	\$ 278,280	\$ 348,605	\$ 418,873	\$ 1,261,790	10.9%
Total	\$ 1,661,595	\$ 2,193,720	\$ 3,197,750	\$ 4,511,711	\$11,564,776	

Earnings Opportunity Calculation (min 75% performance of kW-HDR/BDR or kWh-HTRH)

WACE @ Target	\$ 119,579	\$ 158,584	\$ 238,511	\$ 345,419	\$ 862,093
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WACE - ROE	add	+1%
EKC	6.6883%	10.03%
EKM	6.4001%	9.60%

Efficient Performance Incentive (shared savings)

EKM Business Demand Response Example

Reduced budget to achieve same 100% MW

80%	\$ 105,990	\$ 250,394	\$ 454,192	\$ 759,641	\$ 1,570,217	
Budget Delta for Sharing	\$ 26,498	\$ 62,598	\$ 113,548	\$ 189,910	\$ 392,554	
25%	\$ 6,624	\$ 15,650	\$ 28,387	\$ 47,478	\$ 98,139	EO Adder for efficient performance

EKM Hard to Reach Homes Example

Reduced budget to achieve same 100% MW

80%	\$ 361,417	\$ 452,199	\$ 520,780	\$ 475,350	\$ 1,809,747	
Budget Delta for Sharing	\$ 90,354	\$ 113,050	\$ 130,195	\$ 118,838	\$ 452,437	
25%	\$ 22,589	\$ 28,262	\$ 32,549	\$ 29,709	\$ 113,109	EO Adder for efficient performance

Attachment A - Figure 2

Central

kW Savings

Cost Effectiveness

Program Name	PY1	PY2	PY3	PY4	TRC	RIM
Business Demand Response	7,111	15,984	28,653	47,200	2.81	1.21
Business Energy Education	-	-	-	-		
Hard-to-Reach Homes	1,113	1,377	1,820	1,742	1.82	0.69
Home Demand Response	30,982	33,203	44,769	61,636	7.95	0.89
Home Energy Education	-	-	-	-		
Total	39,206	50,564	75,243	110,578	3.17	0.78

Metro

kW Savings

Cost Effectiveness

Program Name	PY1	PY2	PY3	PY4	TRC	RIM
Business Demand Response	3,507	7,860	14,042	23,046	4.09	1.79
Business Energy Education	-	-	-	-		
Hard-to-Reach Homes	257	324	431	414	1.29	0.47
Home Demand Response	11,919	12,759	17,179	23,623	7.08	0.81
Home Energy Education	-	-	-	-		
Total	15,682	20,943	31,652	47,082	3.28	0.75

Central

kWh Savings

Program Name	PY1	PY2	PY3	PY4
Business Demand Response	-	-	-	-
Business Energy Education	-	-	-	-
Hard-to-Reach Homes	2,247,852	2,697,761	3,328,587	3,122,573
Home Demand Response	588,981	1,242,638	2,293,480	3,935,583
Home Energy Education	-	-	-	-
Total	2,836,833	3,940,399	5,622,067	7,058,156

Metro

kWh Savings

Program Name	PY1	PY2	PY3	PY4
Business Demand Response	-	-	-	-
Business Energy Education	-	-	-	-
Hard-to-Reach Homes	566,048	701,809	865,242	818,531
Home Demand Response	226,745	477,566	879,478	1,505,488
Home Energy Education	-	-	-	-
Total	792,793	1,179,375	1,744,720	2,324,019

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 15th day of November, 2022 to:

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