

In the Matter of: Evergy Metro, Inc and Evergy Missouri West, Inc

Hearing before:

Public Service Commission

September 06, 2022

Vol 10

PHIPPS REPORTING

Raising the Bar!

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

Tuesday, September 6, 2022
10:30 a.m. - 4:57 p.m.

Missouri Public Service Commission
200 Madison Street, Room 310
Jefferson City, MO 65102
and WebEx

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In the Matter of Evergy Metro,)
Inc. d/b/a Evergy Missouri)
Metro's Request for Authority to) File No. ER-2022-0129
Implement a General Rate)
Increase for Electric Service)

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

CHARLES HATCHER, Presiding
SENIOR REGULATORY LAW JUDGE

RYAN A. SILVEY, Chairman
JASON R. HOLSMAN, Commissioner
SCOTT T. RUPP, Commissioner
MAIDA J. COLEMAN, Commissioner
GLEN KOLKMEYER, Commissioner

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(The above-listed exhibits were retained by the Public Service Commission.)

1 The following proceedings began at 10:30 a.m.:

2 JUDGE HATCHER: Let's all come to order.

3 Let's go on the record. Today is September 6, 2022.

4 This is the middle of the Evergy general rate case

5 hearings. These are File No. ER-2022-0129 and File No.

6 ER-2022-0130 referencing Evergy Metro, Inc. for 0129 and

7 Evergy Missouri West for File No. 0130.

8 Let's go ahead and start with our introduction

9 of parties. We have a number of parties that have been

10 excused. So I will no longer be reading those parties.

11 For Evergy, please go ahead.

12 MR. STEINER: Thanks, Your Honor. Roger

13 Steiner and Jim Fischer for Evergy.

14 JUDGE HATCHER: Thank you, sir. And counsel

15 for Staff.

16 MS. MERS: Nicole Mers on behalf of Staff.

17 JUDGE HATCHER: And counsel for the Office of

18 the Public Counsel.

19 MR. CLIZER: John Clizer.

20 JUDGE HATCHER: And Renew Missouri.

21 MS. GREENWALD: Alissa Greenwald on behalf of

22 Renew Missouri.

23 JUDGE HATCHER: Are there any other counsel

24 for parties that I did not call that would like to be

25 recognized?

1 All right. Hearing none, we'll move on. Just
2 a few brief announcements before we get going today. I
3 want to sum up where we are real quick. When speaking,
4 I'm going to remove my mask. However, I will be wearing
5 a mask for probably the remainder of the hearing I would
6 guess. Little personal note, I have seasonal allergies,
7 which I'm sure you all witnessed getting the best of me
8 on Thursday. So after a few days of bedrest, and
9 important to all in the room two negative COVID tests,
10 I'm back on the bench.

11 Also, I would like to thank Judge Nancy
12 Dippell for filling in in my absence. And also an
13 update on our agreements situation. We have two
14 stipulations and agreements that have been filed, and
15 the presiding officer was notified by email of a pending
16 third stipulation and agreement to be filed. And
17 proceeding on that understanding and belief, today's
18 hearing will only address the one remaining contested
19 issue from the issues that were scheduled for today. To
20 wit: That will be the subscription pricing pilot
21 program.

22 On that, we have not yet scheduled an
23 on-the-record presentation. I believe that schedule is
24 forthcoming. And one of those issues that will be
25 discussed in the settlement will be the voltage

1 regulation issue I believe was one of the settled
2 issues. So I just wanted to bring that to everyone's
3 attention. Are there any Commissioner comments?

4 COMMISSIONER HOLSMAN: Judge, this is
5 Commissioner Holsman. I would like to make a comment on
6 that if I could.

7 JUDGE HATCHER: Please. Go ahead.

8 COMMISSIONER HOLSMAN: You know, often times
9 our primary experiences help us better understand some
10 of these more complex issues. In my personal
11 experience, our family had lost power in July, came back
12 on a couple hours later. Unfortunately in doing so it
13 fried the air-conditioning compressor and the brains of
14 the air-conditioning system to which we had to have that
15 replaced and in the process of replacing that the
16 technicians had indicated that it was most likely a
17 surge that had caused the damage to the equipment.

18 Just like any other customer, we filed a
19 damage claim report. That claim was denied under the
20 understanding of 3.09 which essentially says in the
21 tariff that the company has to be willful in its damage.
22 Well, of course, nobody is going to claim that a company
23 would intentionally do the damage, but all the same the
24 damage occurred because of the surge or most likely
25 because of the surge.

1 So I'm interested in voltage optimization
2 because if the company is not going to have any
3 liability for the damage that they cause, then they at a
4 minimum should be exploring voltage optimization so that
5 that would not happen in the future. You know, I don't
6 know if anybody has had to replace an air-conditioner
7 recently, but it is not an inexpensive proposition. For
8 all the customers out there in the state that would
9 potentially be faced with that same denial letter, they
10 may just have nowhere -- they'd just be out.

11 So I am interested in what is being done to
12 try and optimize that voltage so that way when the power
13 does come back on it's delivering the amount of power
14 necessary to not cause equipment damage. So I will be
15 interested in the results of that issue.

16 JUDGE HATCHER: Thank you, Commissioner
17 Holsman. Are there any other announcements from
18 Commissioners? All right. Hearing none, we'll go ahead
19 and move on.

20 As I said, we're just going to do one sub
21 issue today. This will be the pilot program known as
22 subscription pricing.

23 COMMISSIONER RUPP: Hey, Judge, it's
24 Commissioner Rupp. I just wanted to let you know I was
25 on the line.

1 JUDGE HATCHER: Thank you. That reminds me.
2 I do apologize, Commissioner. I would like to state for
3 the record we have on WebEx Commissioner Jason Holsman,
4 also Commissioner Scott Rupp, and joining me live in
5 Courtroom 310 is Commissioner Glen Kolkmeyer. Are there
6 any other Commissioners on the line?

7 COMMISSIONER COLEMAN: Commissioner Coleman is
8 here.

9 JUDGE HATCHER: Thank you, Commissioner
10 Coleman.

11 COMMISSIONER COLEMAN: You're welcome.

12 JUDGE HATCHER: Okay. Let's go ahead and we
13 will turn to our one subject matter, pilot programs.
14 I'll turn the floor over to the company, Evergy.

15 MR. FISCHER: Thank you very much, Judge. May
16 it please the Commission. My name is Jim Fischer. I'll
17 be representing Evergy today. I'm pleased to have a
18 court reporter. I think it will be easier. We won't
19 have to always identify the speakers.

20 In this case, Evergy is focusing on several
21 new tariff offerings and programs for increasing
22 customer choice for its electric service, including the
23 subscription pricing pilot study that we're going to be
24 talking about today. In 2020, Evergy developed a rate
25 modernization plan to guide the company on several

1 identified rate objectives over time. The rate plan
2 provides a framework for Evergy that is both responsive
3 to the historical regulatory obligations here in
4 Missouri, but it also provides a framework for the
5 company's future general rate case filings.

6 The company has shared its rate modernization
7 plan with Staff, the Public Counsel and other
8 stakeholders, and it presented this plan to the
9 Commission during its on-the-record presentation of the
10 TOU or time of use rate design plan back in September of
11 2021.

12 The rates, programs, and offers that Evergy is
13 proposing within this rate case were borne out of that
14 rate plan. The rate plan has continued to evolve based
15 upon customer needs, customer research, and outcomes of
16 recent filings. In this case, Evergy filed tariffs in
17 testimony proposing ten new programs and revisions to
18 four programs.

19 With the proposed settlement, many of the
20 issues though related to these programs have been
21 resolved by the parties. You'll see that when we file
22 our stipulation later hopefully today.

23 Brian, can I have slide 2, please. As
24 explained in detail by Evergy witness Kim Winslow, the
25 primary objectives of the rate modernization plan are to

1 create rates that are independent of end use
2 requirements, to bring rate structures closer together
3 across jurisdictions, to enable business growth, and to
4 simplify rates in increasing price transparency.

5 Can I have slide 3. Additional goals of the
6 rate modernization plan include providing greater
7 customer choice, increasing customer satisfaction,
8 leveraging the CIS and the AMI investments of the
9 company, and developing price signals to increase grid
10 transparency -- or grid efficiency. I'm sorry.

11 This chart is out of our testimony. It shows
12 the new and revised programs in the rate case which are
13 largely borne directly out of the rate plan. And you
14 can see on the slide the various programs that we have.
15 The subscription pricing pilot one that we're talking
16 about today is there in the orange in the middle, but we
17 have several time of use programs including the existing
18 three-period plan. We have a new two-period plan and
19 two high differential TOU programs really designed for
20 the EV driver in mind.

21 There are also some distributed energy
22 resource plans, which include the solar subscription
23 rider, we have a low income solar subscription pilot
24 program, and a residential battery energy storage pilot
25 program as well. Those have been largely settled issues

1 now.

2 We did withdraw the green pricing renewable
3 energy credit program pending the approval of the
4 settlement in the FAC prudence review, Case No.
5 EO-2022-0064. And then under the business column there
6 are several -- there's a market base demand response
7 program which has existed and it's been revised. It's a
8 settled issue.

9 The second one, though, the time-related
10 pricing, that's an issue that you're going to hear more
11 about tomorrow in the rate design area. Then there's
12 the business EV charging service, which is a new
13 program. It was resubmitted from Evergy's
14 transportation electrification filing. I understand
15 it's now a settled issue.

16 Then of course we've had a long-standing low
17 income weatherization program which is also being
18 addressed in this case. These programs and rates are
19 described in detail in the direct testimonies of the
20 company witnesses Kimberly Winslow, Brad Lutz, Marisol
21 Miller, and Ryan Hledik. For the court reporter,
22 Mr. Hledik will be my first witness. His name is
23 spelled H-l-e-d-i-k but it's pronounced Hledik is my
24 understanding.

25 As Mr. Caisley explains in his testimony,

1 customers are no longer satisfied with just one option
2 based upon a single rate in a tariff. Customers want
3 the ability to choose for themselves the service option
4 that makes most sense for their individual situations.

5 Evergy's proposals in this case are designed
6 to give customers more options and more choices on how
7 they are served by the company. Subscription pricing
8 provides customers with a tailored and entirely fixed
9 bill for their electricity service. Customers are
10 offered a monthly fixed bill amount that is based on
11 their historical usage, and that monthly amount remains
12 unchanged for a one-year term.

13 At the end of the one-year term, customers do
14 not face any true-ups or adjustment charges for that
15 year. In this sense, it's similar to the simple form of
16 billing that customers have become very familiar with
17 for other services such as television and music
18 streaming, gym memberships, and cell phone data plans.

19 In the 1990s, the telephone industry in
20 Missouri experimented with a service called local
21 measured service where customers would pay for their
22 local telephone calls on a permitted and a time of use
23 basis. Sometimes it's referred to as LMS. It was
24 priced lower than the flat rate local telephone service
25 option for the average consumer. During that time, the

1 Office of the Public Counsel fought the proposal in the
2 idea that local measured service should be a mandatory
3 rate for residential customers. OPC argued that it was
4 not appropriate for the telephone company to mandate
5 that all residential customers have local measured
6 service when they already had a flat rate monthly price
7 alternative for their local service.

8 In the end, the Commission approved local
9 measured service on an optional basis giving customers a
10 choice if they thought local measured service would
11 benefit them. Local measured service was potentially a
12 revenue growth opportunity for the telephone company,
13 especially with the advent of the internet coming soon.
14 But the problem with local measured service was the
15 customers were simply unwilling to subscribe to it.

16 In 1996, Southwestern Bell requested a
17 variance from the Commission's rule that required their
18 customer service representatives tell new customers
19 about the lowest priced option which was local measured
20 service. As Southwestern Bell explained to the
21 Commission, very few customers were interested in
22 subscribing to LMS and when new customers call for
23 service they find the representative's description of
24 local measured service to be an annoyance rather than a
25 service. So on that basis the Commission granted the

1 telephone company a permanent variance from the
2 requirements to tell consumers about local measured
3 service as was recommended in a stipulation by the
4 Company, Staff, and Public Counsel in that case. If
5 you're interested in that regulatory history, it's Case
6 No. TO-97-71. Report and order was issued December 20,
7 1996.

8 Of course, today we have flat rate
9 subscription plans for the internet, for television
10 streaming services, for gym memberships, and many other
11 services. Even our local car wash here in Jefferson
12 City has a subscription plan. Customers like the
13 certainty of flat rate subscription plans. In fact,
14 studies have indicated about 78 percent of consumers
15 have one or more subscription plans for products and
16 services that they subscribe to and that's really not
17 very surprising. I suspect that the vast majority of us
18 that are here in this room or are watching on the
19 internet today have a flat rate subscription plan for
20 internet services.

21 One recent survey indicated that 49 percent of
22 consumers prefer subscription pricing as a way that they
23 can treat themselves, flat rate, and with a majority of
24 the customers liking to be billed on a monthly basis for
25 their subscription plans. Staff and Public Counsel have

1 argued that such analogies are just not relevant when
2 discussing rate design concepts for electric utilities,
3 but I think the Commission can judge for itself that
4 point.

5 The abundance of subscription based services
6 from other industries that we're all familiar with
7 highlights that subscription pricing is a very common
8 form of pricing that consumers regularly encounter in
9 their everyday lives.

10 In this sense, Evergy's customers will have
11 familiarity with the concept of paying a fixed fee for a
12 service that they use regularly. Revenues from products
13 and services paid for by subscription in the United
14 States is expected to grow to \$1.5 trillion by the year
15 2025, nearly doubling the \$650 billion it's estimated to
16 have today.

17 Evergy's subscription pricing pilot will
18 provide residential customers with an entirely fixed
19 monthly electricity bill. Now, based on the experience
20 of other utilities with similar offers, Evergy expects
21 the simplicity, the transparency, and the predictability
22 of this design to appeal to a subset of Evergy's
23 customers, not everybody but a subset.

24 Again, this is an example of Evergy wanting to
25 give customers a choice on how they pay for their

1 electric service. Several elements of the subscription
2 pricing pilot minimize any potential risk to the
3 customers.

4 Initially it will be introduced as a pilot
5 with an enrollment cap of 20,000 customers per company
6 so that the initial experience with subscription pricing
7 can be understood by Evergy, by the Commission and other
8 stakeholders before extending its availability to other
9 customers.

10 Additionally, subscription pricing will be
11 offered to customers on a voluntary opt-in basis. We
12 emphasize that. It's on a voluntary opt-in basis for
13 20,000 customers in each company. The fixed bill amount
14 will be known in advance to all participants meaning
15 there's no risk to participants of an unexpected bill
16 increase.

17 Further, non-participants will be virtually
18 unaffected by the subscription pricing pilot because any
19 net change in revenues, whether it's positive or
20 negative, resulting from the subscription pricing pilot
21 will be borne by Evergy's shareholders.

22 Subscription pricing can also facilitate
23 achievement of energy efficiency goals and
24 sustainability goals by packaging the fixed bill offer
25 with other customer offers such as energy efficiency

1 programs and demand response initiatives, green pricing
2 offers or EV charging services. The attractiveness of
3 the fixed bill can be used to draw customers to these
4 more other beneficial programs. This concept of
5 coupling fixed bills with other offers is receiving a
6 lot of interest today in the electric industry.

7 Evergy's proposed design also provides for
8 additional add-ons for the customers to choose,
9 including the purchase of a smart thermostat or in the
10 future the enrollment of various other green programs.
11 Subscription pricing will be an alternative, or excuse
12 me, will be an attractive incentive to encourage
13 customers to consume less energy by coupling the pricing
14 programs with the other energy efficiency plans.

15 Company witness Ryan Hledik of Brattle
16 provides detailed testimony on the proposed framework of
17 their subscription pricing program. His testimony also
18 discusses the plans that are being offered by other
19 utilities around the country.

20 And on that, Brian, could you move to slide 5.
21 This slide shows where the subscription plans for
22 electricity are available today in the United States.
23 You see where the map is. It's largely from Minnesota
24 to Florida to Texas. For all industries, subscription
25 economy retail sales growth has been 435 percent between

1 the years 2012 and 2021. This is compared to the
2 overall retail economy which has seen retail sales grow
3 about 130 percent in the same period. Subscription
4 pricing is certainly not an unusual or unattractive
5 concept to American consumers.

6 The direct testimony of Kim Winslow further
7 discusses how subscription pricing fits into the suite
8 of rate options, rate choices included in Evergy's
9 modernization plan. It should also be noted that
10 subscription pricing is different from budget billing.
11 With budget billing, customers are still charged based
12 upon their applicable volumetric rate. Budget billing
13 participants must pay a true-up at the end of the year
14 to reconcile their estimated bills with their actual
15 usage exposing them to any bill changes attributable to
16 the fluctuations in costs and their usage or other
17 factors.

18 With subscription pricing, there are no
19 true-ups and there are no surprises. Customers know
20 that their flat rate plan will be reevaluated though at
21 the end of the year to determine if their price needs to
22 change for the next coming year.

23 Now, to encourage efficient electricity
24 consumption, if a participant's weather normalized usage
25 does not increase during that 12-month term, they're

1 provided an incentive payment at the end of the 12-month
2 term.

3 Again, this is a program that could encourage
4 conservation and efficiency, not a program designed to
5 encourage the use of more energy. Staff and Public
6 Counsel witnesses have opposed giving customers the
7 option of a fixed bill under subscription pricing.
8 Their criticisms have included customers will be
9 overcharged under subscription pricing. But contrary to
10 the criticisms of these stakeholders, participants will
11 not be overcharged with subscription pricing. I can
12 only say that so many times.

13 Participants will be billed based on
14 expectations about their future usage with additional
15 charges to balance the risk that Evergy is assuming by
16 offering a fixed, completely fixed bill.

17 Can I have slide 6, please. All of the
18 subscription plans that Mr. Hledik discusses in his
19 testimony have such risk premiums ranging from 5 percent
20 to 10 percent with more than half on the screen showing
21 a 10 percent premium risk -- risk premium charge.

22 Staff has noted that given the
23 unpredictability of COVID-19, inflation, and economic
24 uncertainty staff cannot in good conscience support a
25 pilot program that removes protections from the

1 disclosures mandated by Chapter 13 of the Commission's
2 rules.

3 Mr. Hledik explains in his surrebuttal that
4 the unpredictability of factors such as COVID,
5 inflation, and other things are exactly what will make
6 subscription pricing an attractive offering to
7 customers. If anything, these recent developments that
8 we've all experienced should enhance the appeal of
9 subscription pricing.

10 Staff witness Contessa King on pages 12 and 13
11 of her rebuttal asserts that it will be too complicated
12 to explain every charge underlying the subscription
13 pricing offered to customers. And the company agrees
14 very few customers will have an appetite for a detailed
15 explanation of how the company projects the expected
16 usage and how the weather normalization process works.
17 Each subscription pricing charge will be documented in
18 the tariff but it will not be necessary to explain the
19 nuanced details of how the fixed bill is determined in
20 the customer outreach materials. It will be a
21 straight-forward discussion this is the charge and this
22 is how the program would work for you.

23 Public Counsel Witness Marke opposes
24 subscription pricing on the basis that it does not
25 leverage AMI, which is the issue we heard the other day.

1 Dr. Marke ignores the fact that the company's AMI meters
2 and the CIS systems, as well as other analytic software,
3 will be a critical part of the evaluation of the
4 subscription pricing program. The AMI data will be
5 analyzed to determine how customers in the pilot are
6 using the electric system and how their behaviors may be
7 changing.

8 Without that AMI data, the company would not
9 be able to fully evaluate the subscription pricing plan.
10 Mr. Hledik addresses other criticisms from Staff and
11 Public Counsel in their surrebuttal. Public Counsel and
12 Staff comments ignore the value of subscription pricing
13 to consumers and overlook several risk minimizing
14 features of the proposal that are important for the
15 Commission to take into account.

16 But I think there's one overriding point to be
17 made. Public utilities in this state, including Evergy,
18 are often criticized by Staff, Public Counsel, or other
19 stakeholders as behaving like monopolies and acting like
20 they're the only option in town and not like competitive
21 companies in a competitive marketplace. It's somewhat
22 surprising that they or the agencies that they represent
23 would now recommend that consumers should not have the
24 choice to opt in to an innovative, transparent, and
25 entirely voluntary new rate option that could serve as a

1 platform for a variety of beneficial customer offerings
2 in the future. And it's clearly -- It's a pricing
3 option that is clearly being used in the competitive
4 markets across the country and across the world. This
5 is especially true when Evergy shareholders and not
6 other customers will bear the risk of any over or under
7 recovery of the pilot program.

8 In addition, the pilot program would be capped
9 at 20,000 customers per company or about 3 percent of
10 the company's customers. So it's not huge.

11 It's also disappointing that these folks
12 versus consumers would suggest that they know better
13 than the customer what is appropriate in the way they
14 should be billed. And as we'll hear tomorrow, they know
15 better that there should be a mandatory time of use
16 rate. We'll talk about that tomorrow. Especially in
17 the Show Me State shouldn't the customers have the
18 option to choose whether they would like to have a
19 subscription pricing plan.

20 In conclusion, Evergy would respectfully
21 request that the Commission authorize the company to
22 test subscription pricing in the proposed pilot plan and
23 give consumers another choice in how they pay for their
24 electric service. The company, the Commission, and
25 other stakeholders would be permitted the opportunity to

1 study the plan, to evaluate that type of pricing, and
2 look at a plan that's become so popular in other
3 competitive markets and determine whether this is an
4 appropriate way to go for the company in the future.
5 With that, Judge, I'd take any of your questions.

6 JUDGE HATCHER: Thank you, Mr. Fischer. Are
7 there any Commissioner questions for Mr. Fischer?

8 COMMISSIONER KOLKMEYER: Yes, Judge.

9 JUDGE HATCHER: Go ahead.

10 COMMISSIONER HOLSMAN: No questions, Judge.

11 COMMISSIONER KOLKMEYER: On new construction,
12 could someone subscribe to this plan if they have new
13 construction because you have no history?

14 MR. FISCHER: You know, I'm going to have to
15 give that to Kim Winslow. I think they do need to have
16 a history.

17 COMMISSIONER KOLKMEYER: Okay. Thank you.

18 MR. FISCHER: But she can answer that for
19 sure.

20 COMMISSIONER KOLKMEYER: Okay. Thank you,
21 Judge.

22 JUDGE HATCHER: Thank you, Commissioner. Are
23 there any other Commissioner questions for Mr. Fischer?

24 COMMISSIONER RUPP: Judge, this is
25 Commissioner Rupp. I have a quick question.

1 JUDGE HATCHER: Go ahead, Commissioner.

2 COMMISSIONER RUPP: Thank you, sir. You had
3 mentioned in the very beginning of your opening, I
4 didn't catch it quick enough to write it down, you said
5 that this plan came out of a study. Did you say a study
6 you did in 2020?

7 MR. FISCHER: The rate modernization plan is
8 what I was referring to. Yeah, that goes back to 2020.
9 It was also discussed, if you recall, we had a time of
10 use rate design presentation that we presented to the
11 Commission and I think we mentioned that all these
12 programs were part of that modernization plan.

13 COMMISSIONER RUPP: How many studies did the
14 company undertake to come up with this plan?

15 MR. FISCHER: You know, Brad Lutz may be our
16 best witness on that. We certainly studied time of use
17 a lot and whether the subscription pricing plan, they've
18 been studying the literature and what's happening in
19 other states and, of course, in all the other
20 competitive markets where it's used today. It's growing
21 rapidly. And I know Chuck Caisley will be here
22 tomorrow. He is the appropriate guy that has looked at
23 all of this. I'm sure he'd be happy to answer any of
24 your questions about that.

25 COMMISSIONER RUPP: Yeah. I was just curious

1 because you guys did 14 studies to come up with TOU
2 rates that you're still talking about, and I was curious
3 if this came from a study you did two years ago and what
4 the difference was of trying to have customers use less
5 energy but you quickly came up with a program to have
6 them use unlimited energy.

7 MR. FISCHER: We'd like to, of course, also
8 partner that with energy efficiency plans and look at
9 that in the future too. Yeah, Mr. Caisley is a good
10 person to ask those kinds of questions to, Commissioner
11 Rupp.

12 COMMISSIONER RUPP: All right. I'll reserve
13 those until he's on the stand. Thank you.

14 JUDGE HATCHER: Thank you, Commissioner. Any
15 other Commissioner questions? Hearing none. Thank you,
16 Mr. Fischer.

17 MR. FISCHER: Thank you.

18 JUDGE HATCHER: Next we have Staff counsel.

19 MS. MERS: Good morning. May it please the
20 Commission. My name is Nicole Mers and I am
21 representing staff. And I would like to note that I am
22 a little concerned that Evergy appears to be offering
23 Chuck Caisley as a witness on this issue tomorrow but
24 not today.

25 So I think that we might perhaps need to take

1 a break if that is, in fact, what I was hearing
2 correctly about plans. Honestly I think it would put
3 some parties at a disservice not to have him presented
4 today with the other witnesses on this issue.

5 Today we're going to hear an issue that after
6 14 studies, two rate cases, a rate design case, a
7 multitude of working groups, and countless statements by
8 Commissioners and stakeholders that Evergy ignores the
9 clear writing on the wall regarding the benefits and
10 appropriateness of time of use rates and instead today
11 Evergy proposes to begin an unlimited energy usage plan,
12 the subscription pilot program.

13 This program is contrary to the clear
14 indications regarding energy efficiency and cost-based
15 rates and is not just a step but a fall backwards into
16 regressive nonefficient rates. Contrary to the rate
17 modernization plan that Evergy touts, this subscription
18 pilot program is an archaic design that provides a cash
19 stream to shareholders, does not send clear pricing
20 signals to customers, and does not provide any
21 transparency as it rolled all riders such as the FAC,
22 the RES RAM for GMO, et cetera, and surcharges into one
23 rate and it offers to refund customers a portion of the
24 bill inflation under certain circumstances which are not
25 subject to any regulatory oversight while depriving

1 customers of any incentive to manage their energy usage.

2 This rate renders the last three cycles of
3 MIEAA investment meaningless as it does not encourage
4 peak usage reduction or any usage reduction at all. In
5 fact, the only major benefit the company can point to is
6 stability which customers can currently achieve under
7 the budget billing payment options.

8 What Evergy is actually proposing is to
9 overcharge residential customers, remove their
10 incentives to manage load or limit consumption and
11 retain those proceeds for shareholders while passing the
12 cost of at least 150 per participant on to
13 nonparticipants. So it is not, in fact, harmless to all
14 other customers as Evergy asserted.

15 At the same time, those same nonparticipants
16 are paying for customers to manage their load or
17 otherwise install energy efficiency measures as part of
18 MIEAA. As a reminder, that MIEAA charge includes
19 program cost and administrative costs, which OPC has
20 recently noted outspends not only all other comparable
21 utilities but to spend itself on program costs. And
22 Evergy also earns a bonus incentive in the form of the
23 earnings opportunity for offering the MIEAA program. So
24 that's three cycles nearly ten years of cost for all
25 gains to be eroded by programs such as this energy

1 binging subscription model.

2 As staff's rate design and class cost of
3 service expert Sarah Lange states, this program is a bad
4 idea with a bad design for no real end goal. If the
5 Commission decides to let Evergy play in this arena,
6 Evergy should bear any cost of that decision. Staff
7 cannot in good conscience support this pilot program
8 especially since it is removing all protections and
9 disclosures under the Rule 13 billing and payment
10 standards. It's important that customers are
11 knowledgeable on their energy usage and Commission rules
12 require utilities to provide customers billing
13 information and statements with detailed information on
14 their consumption.

15 Monthly bills based on actual usage provide
16 the information that can empower customers to make
17 informed decisions about their usage and what
18 conservation considerations they can take.

19 Additionally, participants can over or
20 underpay while on this program. Taking into account the
21 potential for overpayment particularly through the
22 adders at this time staff does not support residential
23 customers paying more than actually used not even if it
24 is on a voluntary basis.

25 Staff has raised concerns about the education

1 customers are receiving regarding principles of cost
2 causation and how prepared Evergy customers will be in
3 the inevitable progression towards cost-based rates and
4 time of use rates. Staff has serious concerns about
5 this program being yet another rate option that is being
6 marketed towards customers but without educating those
7 customers.

8 OPC also notes some of those same concerns
9 regarding signals and expectations that this will
10 provide customers as part of their continued concerns
11 about the methods and efforts that Evergy has undertaken
12 to market but not educate for time of use and other
13 programs.

14 Staff also has very strong concerns that this
15 rate is unlawful in multiple regards. First, this rate
16 could be considered an untariffed rate in violation of
17 the filed tariff doctrine. What staff means by this is
18 that the participating customers are charged a flat rate
19 per month but not a rate per kWh. With the floating
20 subjective adders and projected based usage, which is
21 grossed up at Evergy's discretion, customers do not have
22 a calculable rate for service.

23 Staff's second concern is this rate is
24 discriminatory. Participants may ultimately pay a
25 higher or lower rate for electric service than other

1 similarly situated customers. For instance, a
2 subscription pricing participant that lived alone may
3 have their energy usage based on the last 12 months of
4 living as a single person in an individual household.
5 That same participant could marry perhaps somebody with
6 a child and increase their household usage by double.
7 This participant, however, because as you heard Mr.
8 Fischer state, there's no true-up for under or over
9 recovery will pay less for the same amount of electric
10 usage than a nonparticipant family of three with similar
11 usage patterns would.

12 The converse situation could easily be
13 imagined where due to a child going to college or a
14 similar situation usage is reduced yet other than a
15 potential \$70 credit a participant would pay more than
16 similarly situated nonparticipants.

17 Finally, as noted in Ms. Lange's rebuttal
18 testimony, the efficient incentive provision appears to
19 violate Statute 386.266.1 if offered by either Evergy
20 Metro or West while they have a fuel adjustment clause,
21 and that statute states that subject to the requirement
22 of this section, any electric corporation may make an
23 application to the commission to approve rate schedules
24 authorizing an interim energy charge or a periodic rate
25 adjustment outside of general rate proceedings to

1 reflect increases and decreases in its prudently
2 incurred fuel and purchased power cost. An energy
3 efficient incentive in this case is defined as if the
4 customer's weather normalized usage does not increase
5 during the 12-month period, the annual behavior usage
6 adder will be paid back to the customer in the form of
7 the efficiency incentive.

8 Participants qualify for the efficiency
9 incentive based on a comparison of their weather
10 normalized usage during the 12-month contract term to
11 the historical weather normalization usage during the
12 prior 12 months. And that historically is comparable to
13 what we've seen used or described as interim energy
14 charges as used in the statute.

15 The concept of that in the past has been that
16 a portion of a customer's bill would be subject to
17 refund if energy prices fell within a tariff specified
18 band. Further, as Staff Witness Sarah Lange can testify
19 to, the tariffs proposed by Evergy are inadequate.
20 Formulas, values, and procedures for weather
21 normalization are unspecified discretionary charges
22 abound in audits of each customer's unique untariffed
23 rates determined by the utility without regulatory
24 oversight are impossible.

25 This program is unreasonable and the

1 Commission should send a strong signal to Evergy that
2 rate innovation cannot come at the expense of gains made
3 in other areas such as MIEAA nor result in rates
4 becoming further misaligned with principles of cost
5 causation. The Commission should reject this program
6 and instead order Evergy to pursue true cost based rates
7 in modernization with staff's rate design which will be
8 heard later in this week.

9 Today Contessa King and Sarah Lange will be
10 available for questions. Ms. King will be happy to
11 discuss any improvements to the Evergy average payment
12 plan to help address any concerns that perhaps maybe
13 doesn't provide all of the options a consumer could want
14 but has more safeguards and less of the downfalls of
15 this particular proposal.

16 And Ms. Lange can walk you through the
17 inadequacies of the tariff and the proposed revenue
18 treatment that Evergy is suggesting. I can also try to
19 answer any questions you may have. Thank you.

20 JUDGE HATCHER: Thank you, Ms. Mers. Are
21 there any Commissioner questions? All right. Hearing
22 none. Thank you. We'll go ahead and call for our next
23 mini opening. Renew Missouri.

24 MS. GREENWALD: Renew Missouri does not have
25 an opening statement for this issue. Thank you, Judge.

1 JUDGE HATCHER: Thank you. That moves us to
2 Mr. Clizer, Office of the Public Counsel.

3 MR. CLIZER: May it please the Commission. As
4 you said, John Clizer on behalf of the Office of the
5 Public Counsel. So Ms. Mers on behalf of staff did a
6 really good job of summing up all the major points I
7 want to hit. I'm not going to spend a whole lot of time
8 up here. I'm just going to hit the high points. I want
9 to start off by just reminding the Commission where we
10 are right now.

11 We've spent so far hundreds of millions of
12 dollars on advanced metering and infrastructure or AMI
13 meters. The company is proposing to spend hundreds of
14 millions of more dollars to replace all of those
15 existing AMI meters again before the end of their useful
16 life.

17 We've spent over 300 million -- sorry, nearly
18 \$300 million on the billing system that's designed to
19 unlock the benefits of features of AMI, especially
20 having time of use rates. We've spent millions of
21 dollars on 14 different studies, as I believe
22 Commissioner Rupp identified, extolling the benefits of
23 time of use rates. We've spent and continue to spend
24 millions of dollars on Evergy's Missouri Energy
25 Efficiency Investment Act, or MIEAA, surcharge that are

1 designed at reducing overall usage and shaving peak.

2 All of this money we've spent we've spent with
3 this general idea of achieving real benefits for all
4 customers, and specifically these investments were
5 premised on the idea that a utility could send a clear
6 price signal to customers that would influence usage,
7 lower peak, reduce the need for new generating
8 investments and thereby lower bills. The current
9 proposal throws all of that out the window. I mean, at
10 this point we have had to have spent nearly half a
11 billion dollars just trying to get time of use rates.

12 Subscription pricing, and I stress this, is
13 the antithesis of time of use rates, and with time of
14 use you need your AMI so you can have granular
15 hour-by-hour data, minute-by-minute data to inform when
16 people are charging. With this subscription pricing,
17 you don't need any of that. You're using a yearly basis
18 -- yearly average, sorry, as your basis. You don't need
19 to consider, you know, how much time you consumed on a
20 day-by-day, week-by-week, month-by-month level.

21 Counsel for Evergy suggested that the AMI
22 meters will be utilized to determine the efficiency of
23 subscription pricing. Well, they will only as far as
24 they are meters. That's all you really need is just to
25 have meters. Whether or not they are AMI or not was not

1 going to really provide any meaningful data to us
2 whether or not subscription pricing is working.

3 Like I said, I'm going to touch very briefly
4 on some of the things that staff has already mentioned.
5 There are legal problems here. This proposal
6 essentially breaks the FAC, the MIEAA, the RES RAM, and
7 if and when you have securitization it breaks that as
8 well. When I say that, I mean that those costs are
9 going to be baked into the rate which is supposed to be
10 held constant through the year but then those costs are
11 also subject to change. So if your FAC increases during
12 the year, you can't increase the amount that's baked
13 into the subscription right because that's being held
14 constant. So the company is just proposing to eat the
15 difference, which is that how things are going to
16 proceed moving forward after the pilot ends, because the
17 company has always been pretty insistent on having to
18 have the FAC and all of a sudden we're being told no,
19 the company is okay with eating all of the increases
20 that happen outside of a rate case that aren't being
21 recovered through the base rates. That seems
22 particularly odd.

23 One of the things I want to touch on, you
24 know, Evergy makes a big deal about energy efficiency,
25 this is going to promote and improve energy efficiency.

1 It's not remotely. Let's start with the fact that
2 Everygy's big push is to say well, we can couple this
3 offering with a lot of other energy efficiency programs.
4 Do I need to explain why that makes no sense? I mean,
5 if the energy efficiency benefit is just we'll offer
6 other programs at the same time, just offer the other
7 programs. You've already achieved the energy efficiency
8 benefit at that point. So how does this program itself
9 approve energy efficiency? I mean, it doesn't.

10 The company has an energy efficiency
11 incentive. How does that incentive work? Well, the
12 proposal is that the company is going to determine how
13 much it costs to provide you energy and then it's going
14 to charge you 5 percent more. And if at the end of the
15 year you haven't increased your usage, you get your 5
16 percent back. It's not a discount, mind you. It's
17 effectively a rebate. What's really important here it
18 doesn't matter if your usage goes down. It just has to
19 be consistent.

20 So if you live in a highly inefficient home
21 and you don't change your habits and the company
22 successfully normalizes for weather, you're going to
23 have consistent usage even if you're still being highly
24 inefficient and you'll earn your energy efficiency
25 incentive regardless. I mean, it just makes no darn

1 sense.

2 I also want to briefly touch on the concept of
3 budget billing. I know that the company suggested
4 they're not the same thing and specifically honed in on
5 the idea that well, in budget billing you have a true-up
6 and we don't have a true-up here. Well, why is there
7 not a true-up here. The answer to that, as the company
8 already explained, is because they're just sticking a 10
9 percent adder on to whatever they think it's going to
10 cost them to provide energy. They are charging
11 customers 110 percent of what they believe customers
12 will actually spend or need for energy usage and they
13 don't need the true-up because it's already baked in.
14 And the best part for the company is that 10 percent
15 isn't subject to refund. So if a customer doesn't
16 increase usage or decreases usage, if you actually get
17 energy efficiency, the company just pockets that 10
18 percent along with all of the other reduced costs that
19 they would otherwise have flown back to customers under
20 a normal billing practice.

21 By the way, that also makes it incredibly odd
22 to me that the company would tell you that they're not
23 overcharging customers. When the basis of the charge is
24 we're going to charge customers 110 percent of what we
25 think it cost to provide them energy, that is

1 overcharging them. You're overcharging them the 10
2 percent. I don't know how much more easily I can
3 explain that.

4 Okay. Like I said, I don't really need to
5 cover all of these grounds too awfully much. I think
6 staff counsel has done a wonderful job of doing it and
7 I'm going to cut things short here.

8 As you heard, Staff and OPC are pretty much in
9 lockstep here and I strongly encourage the Commission to
10 ask questions of either and both of us really. We're
11 going to present two of our witnesses and I believe
12 staff is going to present two of theirs and all four are
13 going to tell you how this is a bad idea. Not just for
14 participants but for nonparticipants. And I strongly
15 encourage the Commission to ask any questions you might
16 have of all four of those witnesses. Thank you.

17 JUDGE HATCHER: Thank you, Mr. Clizer. Are
18 there any Commissioner questions for Mr. Clizer?
19 Hearing none. Thank you, sir.

20 I believe we turn now to our witnesses. So
21 we'll go to the company first.

22 MR. FISCHER: Thank you, Judge. Our first
23 witness is Ryan Hledik. He's going to be on the web.
24 So I think I'd like to bring him up. Looks like he's on
25 the screen now. Can you hear me, Ryan?

1 THE WITNESS: I can. Good morning. Can you
2 hear me?

3 MR. FISCHER: Yes, yes, thank you. May I
4 proceed, Judge?

5 JUDGE HATCHER: Yes, go ahead.

6 MR. FISCHER: Please state and spell your name
7 for the record.

8 JUDGE HATCHER: I need to swear him in.

9 MR. FISCHER: I'm sorry. Go ahead.

10 JUDGE HATCHER: It has been a heck of a
11 morning. Welcome back. Long weekend. Mr. Hledik,
12 please raise your right hand.

13 Do you solemnly swear or affirm to tell the
14 truth, the whole truth, and nothing but the truth?

15 THE WITNESS: Yes, I do.

16 JUDGE HATCHER: Thank you, sir. You are sworn
17 in. Mr. Fischer, your witness.

18 MR. FISCHER: Thank you, Judge.

19 RYAN HLEDIK,
20 having been first duly sworn, was examined and testified
21 as follows:

22 DIRECT EXAMINATION

23 BY MR. FISCHER:

24 Q. Please state and spell your name for the
25 record.

1 A. My name is Ryan Hledik, R-y-a-n. The last
2 name is H-l-e-d-i-k.

3 Q. Are you the same Ryan Hledik that caused to be
4 filed in this case direct testimony and surrebuttal
5 testimony which has been marked as Exhibit 37 and 38 in
6 the Metro case and Exhibit No. 112 in the Missouri West
7 case?

8 A. I am.

9 Q. That would be direct. Do you have any
10 corrections or changes you need to make to any of that
11 testimony?

12 A. No, I don't.

13 Q. If I were to ask you the questions that are
14 contained in those written testimonies, would your
15 answers be the same and are they true and accurate to
16 the best of your knowledge and belief?

17 A. Yes, they are.

18 MR. FISCHER: Judge, with that I would move
19 for the admission of the Exhibits 37, 38 in the Metro
20 case and Exhibit 112 in the West case and tender
21 Mr. Hledik for cross-examination questions from the
22 Commission.

23 JUDGE HATCHER: Thank you. I'll restate that
24 for the record and combine the question. Are there any
25 objections to the admission of Exhibit 37 or Exhibit 38

1 associated with file ending in 0129, Evergy Metro, or
2 are there any objections to the admission of Exhibit 112
3 to file related to Evergy Missouri West 0130? Hearing
4 no objections, it's so admitted.

5 (COMPANY EXHIBITS 37, 38, AND 112 WERE
6 RECEIVED INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

7 JUDGE HATCHER: The witness has been tendered.
8 And I believe on my list we go next to staff.

9 MS. MERS: No questions. Thank you.

10 JUDGE HATCHER: Thank you. And Renew
11 Missouri.

12 MS. GREENWALD: No questions. Thank you.

13 JUDGE HATCHER: Thank you. And the Office of
14 the Public Counsel.

15 MR. CLIZER: No questions at this time. Thank
16 you.

17 JUDGE HATCHER: Thank you. And we'll go to
18 Commissioner questions. Are there any Commissioner
19 questions for Mr. Hledik? Commissioners on the phone,
20 it is *6 to unmute.

21 JUDGE HATCHER: The bench does --

22 COMMISSIONER HOLSMAN: No questions, Judge.

23 JUDGE HATCHER: Thank you, Commissioner
24 Holsman. The bench does have a couple questions.

25 QUESTIONS

1 BY JUDGE HATCHER:

2 Q. Mr. Hledik, just in general, could you
3 describe what protections there would be for ratepayers
4 against whatever bad debt could be created, any unpaid
5 bills that are left?

6 A. Specifically are you asking about situations
7 where customers enroll in subscription pricing and then
8 are unable to continue to pay the monthly subscription
9 pricing amount?

10 Q. No. I'm talking about the hypothetical of
11 whatever number of subscribers use or take advantage
12 purposefully or otherwise using energy and then due to
13 there not being a true-up they cancel their account.
14 That leaves the company with an unpaid bill. I'm
15 wondering how does that unpaid bill basically get paid?
16 Is that a ratepayer obligation or a shareholder
17 obligation?

18 A. Yes. So my understanding at a high level is
19 that that is a shareholder obligation that essentially,
20 you know, undercollecting revenue from participants and
21 subscription pricing is a risk that shareholders are
22 bearing in this program, but I would defer to Brad Lutz
23 or Kim Winslow on the details of that treatment.

24 Q. Okay. That might impact the next question.
25 What does the company intend to do to cover overages in

1 usage that's going to -- not just the bad debt but now
2 if there's just any overage in that annual usage?

3 A. By "overage," do you mean specifically a
4 situation where a customer consumes more than is
5 expected under the subscription pricing tariff?

6 Q. Yes.

7 A. In that situation, the way the subscription
8 pricing tariff is designed, you probably heard this in
9 the opening comments, is it includes an adder that
10 anticipates some potential level of increase in usage.
11 That adder is currently set at 5 percent. As you heard,
12 if the customer's usage doesn't increase during the
13 12-month term, that adder is returned to the customer in
14 the form of the efficiency payment. If the customer's
15 usage increases and is within that 5 percent range, then
16 the cost of that increase is covered by the adder and it
17 is essentially paid for by the participants in the
18 program. If the customer's usage exceeds that 5 percent
19 adder, then that means there were additional costs
20 imposed on the system or an undercollection of revenue
21 relative to what that participant would have paid under
22 the standard tariff and that is covered by Evergy's
23 shareholders.

24 Q. Okay. And on the other side of the ledger,
25 how were the end-of-the-year credits calculated?

1 A. So at the end of the year, at the end of the
2 12 months, the participant's usage for that 12-month
3 period is weather normalized. And it is then compared
4 to that customer's weather normalized usage for the year
5 prior to enrolling in subscription pricing. And if that
6 weather normalized usage during the 12-month
7 subscription pricing period is the same or less than
8 their weather normalized usage from the 12 months prior,
9 then the customer is paid the full efficiency incentive
10 amount.

11 **Q. And I want to make sure that it's clear for**
12 **the record. How is a customer's subscription price**
13 **determined?**

14 A. The way the customer subscription price is
15 determined is first for any customer who's receiving a
16 subscription pricing offer Evergy will look at the
17 customer's 12 most recent months of usage, their past
18 year of usage, and weather normalize that usage amount.
19 At that point when you have 12 months of weather
20 normalized usage for the customer, Evergy applies the
21 standard applicable residential rate to those 12 months
22 of usage to calculate what the customer's bill would be
23 under the standard rate with 12 months of weather
24 normalized usage. Then to that amount is added the 5
25 percent behavioral adder that builds in protection

1 around customers using more under subscription pricing.
2 There's a risk premium associated not just with
3 behavioral changes in usage but to address the risk that
4 it could be a hotter than average summer, a colder than
5 average winter, or that other costs such as the fuel
6 adjustment clause or other rider prices could increase
7 during that 12-month term so that the second adder in
8 addition to behavioral adder is the risk premium.
9 Earlier it was characterized as 10 percent. That's
10 actually a cap, a not-to-exceed cap of 10 percent. In a
11 response to a data request in this proceeding, I
12 provided some information indicating that it likely
13 would be below 5 percent. So the risk premium is the
14 second adder and then there's a third adder which we
15 refer to as the program cost adder which recovers a
16 portion of the cost of administering the subscription
17 pricing program, admin fee, marketing and general
18 program overhead.

19 So the point of that program cost adder is to
20 ensure that at least in the pilot phase a portion of the
21 cost of administering the program is being recovered
22 from participants and not from other customers. The
23 idea is when the program is fully deployed and is at
24 scale that that program cost adder would be sufficient
25 to fully recover the cost of this program from

1 participants so that there's no impact on participants.
2 But initially when this is still at the scale of the
3 pilot, that program cost adder will cover a portion of
4 those program costs.

5 So to summarize all of this, there's the
6 initial estimate of the customer's bill based on the
7 standard rate and weather normalized usage. There's
8 then the behavioral adder, the risk premium, the program
9 adder, and then the standard fixed customer charge. All
10 of those are added up to equate to the customer's total
11 annual bill and then it's divided by 12 to give the
12 customer their monthly fixed bill offered.

13 **Q. Thank you. Is a customer able to cancel their**
14 **subscription at any time?**

15 A. They are able to cancel their subscription at
16 any time. The way we've written the tariff there is --
17 Evergy has the right to charge the customer a fee for
18 canceling earlier than the 12 months, but the customers
19 do have that option. And that fee is at Evergy's
20 discretion. So if customers were to move within the
21 service territory or leave the service territory, those
22 are examples of situations where the fee likely would
23 not apply.

24 **Q. And how are customers going to be made aware**
25 **of the usage? We had talked a little bit about some**

1 concerns with using energy more efficiently. So how
2 would a customer track their usage if they're interested
3 in that?

4 A. Yeah, no, that's a great question. I would
5 defer to Kim Winslow on that question. I believe there
6 are plans to continue to provide customers with data on
7 their usage, but I defer to a company witness on that.

8 Q. Okay. And I want to talk a little bit about
9 the other jurisdictions where this is already in effect.
10 Can you give me some background or flavor how customers
11 have received a subscription pricing program, how the
12 utilities have dealt with it, just give me kind of the
13 thumbnail overview, please.

14 A. Sure. So in my direct testimony I believe I
15 identified, you saw the map of the utilities offering
16 subscription pricing in the opening comments, I believe
17 there are 13 different jurisdictions or examples of the
18 subscription pricing offers that exist in the U.S.
19 today. As I think about it, there are two buckets.
20 There's generally a legacy set of subscription pricing
21 offers that are essentially just the fixed bill. And
22 there are utilities that have been offering those
23 programs for years and in some cases a couple decades
24 and customers get that fixed monthly bill with no
25 true-up but there's no additional packaging with energy

1 efficiency incentives or other types of offers.

2 I think the most well known example of that
3 first category of subscription pricing offers is a plan
4 that's offered by Georgia Power and they've been
5 offering their program for awhile and have reached a
6 point where I think 13 or 14 percent of their entire
7 residential customer base, a few hundred thousand
8 customers, have voluntarily enrolled in that program.
9 So that's an example that demonstrates general customer
10 interest in the idea of a fixed bill.

11 Georgia Power and the other utilities in that
12 list also offer budget billing which is similar in
13 concept to Evergy's average payment plan. So the
14 Georgia Power case in particular highlights that there's
15 room for both types of offers on the utility's tariff.

16 The second category of subscription pricing
17 options are the category that have emerged more recently
18 and are the category that I would put Evergy's proposal
19 into. Those proposals include this concept of packaging
20 the fixed bill with something else that is intended to
21 achieve the company's or the state's energy goals. So
22 an example that I like is a subscription pricing offer
23 that's provided by Xcel Energy to customers in their
24 Minnesota service territory. It's a pilot at this
25 point.

1 What Evergy has done is they have given
2 customers -- it's designed for customers with electric
3 vehicles. And they offer customers a fixed bill for
4 electric vehicle charging but the EV charging has to
5 happen during off-peak hours. If customers charge
6 during peak hours, then they pay a premium for that
7 electricity. So it's a really interesting example of a
8 utility leveraging this fixed bill concept with the idea
9 that you can use that fixed bill to draw in customers
10 who are attracted to that predictability and that
11 stability but to do it in a way that will encourage
12 energy use that benefits the system.

13 So Xcel Energy's case is one good example.
14 There's some other utilities that have coupled
15 subscription pricing with clean energy tariffs where
16 customers can basically ensure that their energy is
17 being met by renewables or other clean sources of energy
18 in return for receiving that fixed bill. I put Evergy's
19 offer into this category because it includes both energy
20 efficiency incentive and as we've discussed this
21 additional option to roll a smart thermostat into that
22 package as well.

23 **Q. Thank you. Is it possible that the customer**
24 **who signs up to take this rate could end up worse off**
25 **for taking this rate rather than more traditional rate**

1 **once they add up their flat rate charges plus all of the**
2 **different extra add-ons either that they choose or that**
3 **come with the program?**

4 A. It depends on how you define worse off. It is
5 possible that when you include those other adders that
6 the customer's bill under subscription pricing could be
7 higher than it would have been under the standard
8 tariff. It could be because of those adders or it could
9 be because it just turned out to be a very mild weather
10 year so the customer's usage was lower than expected.
11 The reason I say it depends on whether or not that
12 customer is worse off is from the narrow perspective of
13 their bill or just financially, you could consider them
14 to be worse off in that specific scenario but regardless
15 of what happened with the customer's usage, they receive
16 the benefit of having that entirely fixed and stable
17 bill. So even in that situation the customer has had
18 the benefit of knowing that exactly what they'll be
19 paying each month, they've been able to budget around
20 that, and they've had the peace of mind of just knowing
21 what their bill is going to be each month and have taken
22 that uncertainty completely out of the transaction. So
23 from that broader perspective from the customer's
24 standpoint there's a benefit associated with all of
25 that.

1 Q. Thank you. And I believe this is my last
2 question. Can you square away the apparent
3 inconsistency of what we'd heard in opening statements
4 Evergy pursuing transparency, pursuing time of use,
5 giving customers more information so that the customer
6 controls or has the ability to look at their energy
7 usage with this proposal?

8 A. Sure. So my first comment on that is
9 subscription pricing is not intended to be a replacement
10 for or competition with time of use pricing. And my
11 general sense is that subscription pricing, an entirely
12 fixed bill, is likely to appeal to a very different
13 subset of Evergy's population than time of use pricing
14 which provides that actionable price signal that you can
15 respond to to reduce your bill. So kind of in a sense
16 if you think of a then diagram of Evergy's customers, I
17 just intuitively suspect that there is not a lot of
18 overlap between those customers who would get excited
19 about the bill savings opportunities from time of use
20 rates and the stability, transparency, and
21 predictability of subscription pricing.

22 So the idea is to understand that customers in
23 Evergy's service territory and everywhere are diverse,
24 not all customers have the same preferences, and so the
25 idea is to meet customers where they are and to give

1 them the options that will be meaningful and valuable to
2 them. That's the first comment I have. But to address
3 the point about there being a lack of price signal or
4 subscription pricing appearing to incentivize increases
5 in energy use, I think the first point to make there is
6 the reason for the efficiency incentive is to address
7 that concern, to step in and do something that no other
8 utility is offering in their subscription pricing offers
9 and to directly include that financial incentive for
10 customers to manage their energy use. So there is that
11 element. The other thing to point out there is
12 customers also -- it will be clear to customers when
13 they sign up for subscription pricing that their
14 subscription pricing offer is based on their usage from
15 the prior 12 months. So if during the 12-month
16 subscription pricing term the customer's usage does
17 increase, their next subscription pricing offer a year
18 later is going to be higher. That should for many
19 customers act as a mitigating factor with respect to
20 increasing energy use.

21 And then lastly I think the other point I
22 would like to make is, you know, as we've discussed,
23 subscription pricing, it does include the efficiency
24 incentive, it also includes the smart thermostat add-on.
25 To me that's the first step in Evergy's subscription

1 pricing offer. It's necessary to start with something
2 that has relatively limited implementation risk and can
3 be rolled out relatively quickly just to get some
4 initial experience with this tariff, because it's not an
5 insignificant step even just to roll out a fixed monthly
6 bill. Behind the scenes that involves a lot of work in
7 order to make sure that that works well from the
8 customer's standpoint. So including the energy
9 efficiency incentive on top of that, including the smart
10 thermostat add-on on top of that, in my mind that's a
11 realistic first step for a pilot but as the second step
12 and as the third step I view subscription pricing as
13 being a tool for promoting not just basic energy
14 efficiency but also demand response and finding ways to
15 couple that smart thermostat offer with a demand
16 response opportunity that allows the customer to reduce
17 their bill further or to incorporate other financial
18 incentives for using energy at the times when it
19 benefits the system. To me this is a platform, it has a
20 realistic starting point and provides the same -- a
21 different but similar opportunity to encourage efficient
22 energy use as time varying rates do.

23 JUDGE HATCHER: Thank you, Mr. Hledik. That
24 will take us to recross-examination, and again we will
25 skip over those parties who have been excused.

1 I believe that takes us to Renew Missouri.

2 MS. GREENWALD: No questions, Your Honor.

3 JUDGE HATCHER: Staff.

4 MS. MERS: Very briefly.

5 RE CROSS-EXAMINATION

6 BY MS. MERS:

7 Q. In response to a bench question about the
8 concerns about energy efficiency you pointed to the \$70
9 or 5 percent return as a possible incentive to encourage
10 energy efficiency. Will the customer's usage if they're
11 on this program be on their bill?

12 A. Will the customer's usage during the 12-month
13 subscription pricing period be presented back to them on
14 their bill, is that the question?

15 Q. Yeah, their current usage from each month be
16 on their bill?

17 A. I believe that's the case, but for the
18 definitive answer I would defer to a company witness Kim
19 Winslow or Brad Lutz.

20 Q. Since the historical usage is the baseline, is
21 that usage, historical usage on their bills repeated?

22 A. In terms of bill presentment, I defer to an
23 Every witness on that.

24 MS. MERS: Okay. Thank you very much.

25 JUDGE HATCHER: Thank you. And Mr. Clizer.

1 MR. CLIZER: Good afternoon. I have been told
2 that it's properly pronounced Hledik; is that correct?

3 THE WITNESS: Hledik.

4 MR. CLIZER: Hledik. I apologize. I will do
5 my best to keep that consistent. I'm very bad with
6 names though.

7 RE-CROSS-EXAMINATION

8 BY MR. CLIZER:

9 Q. In response to a question from the bench, you
10 kind of went into the details of how exactly the base
11 bill is determined. Do you recall that?

12 A. I do, yeah.

13 Q. One of the components of that is the risk
14 premium adder, right, and I know there was a
15 disagreement as to how much that is. You pointed out
16 it's 10 percent cap and gave a lower number. Do you
17 recall discussing it?

18 A. I do.

19 Q. Is that risk premium adder set by the company
20 or by the Commission?

21 A. The company would calculate the risk premium.
22 I would -- I think that question would probably be best
23 answered by an Evergy company witness.

24 Q. Would you also then, you might defer this one
25 as well, is the risk premium adder changed year after

1 year?

2 A. Yes. Yeah, as Evergy gathers more data on
3 customer usage, also as Evergy develops more experience
4 with subscription pricing with the program itself, with
5 the pilot, then that risk premium would be updated.

6 Q. So the amount charged would change in between
7 rate cases based on how Evergy changed the risk premium
8 adder, correct?

9 A. The amount presented to -- the subscription
10 pricing offer presented to customers who are interested
11 in enrolling could change between rate cases.

12 Q. All right. You were asked a question from the
13 bench about a customer being worse off, and I know that
14 you discussed the difference between financial and other
15 broader perspectives. I just want to run through a
16 quick hypothetical with you though, if you don't mind.

17 Can we assume that there's a customer on
18 subscription pricing who to keep things simple we'll
19 assume \$100 is what it takes to provide that customer
20 service from just an energy perspective. To clarify
21 that I guess I should say if you take their average
22 annual usage and multiply it by the rate plus the riders
23 and divide by 12, the answer is 100. Do you follow me?

24 A. I follow that, yes.

25 Q. Okay. And I want to make sure I understand

1 this correctly. To that hundred you would add the 5
2 percent behavioral usage adder, right, which in this
3 case would be about \$5?

4 A. Sorry. The hundred is based on the
5 customer's, you said their weather normalized usage?

6 Q. I did not say that but I did mean it. I'm
7 sorry. Yeah, that is their weather normalized usage,
8 correct.

9 A. Uh-huh.

10 Q. Okay. So it's \$105. Then we're going to add
11 on the risk premium adder, and I understand that you
12 saying it's not automatically 10 percent but because 10
13 percent makes math work a hell of a lot better, let's
14 say 10 percent in this case. So we add \$10 for that
15 adder, right, assuming again a 10 percent risk premium
16 adder?

17 A. Yeah. I guess I would just make the point I
18 think it's very unlikely that the risk premium will be
19 10 percent. Based on our calculations of the risk
20 premium using current company data and also based on
21 what I've observed from other utilities that have a cap
22 of around 10 percent, I think it's much more likely to
23 be less than 5 percent than it is anywhere near 10
24 percent.

25 Q. I'll meet you in the middle. Let's call it 5

1 percent to just keep things rolling, right, so we can
2 throw another \$5 on there. Do you agree with me so far?

3 A. That's still more than the risk premium that
4 we calculated.

5 Q. All right. Well, I'm going to keep rolling
6 here if you don't mind. Then we're going to add the
7 \$2.50. That's the program adder, right?

8 A. Again, it's up to \$2.50 in the tariff.

9 Q. Well, bear with me here to make things simple.
10 So at this point the customer is being charged \$112.50 a
11 month. Do you follow?

12 A. Based on your assumptions, yes.

13 Q. Yes. Based on my assumptions, I want to make
14 that very clear, I'm not trying to suggest this is
15 automatically what the customer would be paying. All
16 right. So if the customer then undertakes to improve
17 the efficiency of his home, for example, by buying a
18 more efficient air-conditioner. Let's say that that
19 would reduce the overall usage such that under a normal
20 circumstances they would pay on average \$80 a month. Do
21 you follow me under these circumstances so far?

22 A. So they've implemented some extreme efficiency
23 measures that have reduced their weather normalized
24 annual energy usage by 20 percent?

25 Q. Yes.

1 A. Okay.

2 Q. Now, under how this system would work, the
3 customer would still continue paying his full \$112.50
4 until the end of the year at which point he would
5 receive back the \$5 a month he had spent on the
6 behavioral usage because he reduced his overall usage,
7 right?

8 A. Yes, he would receive the efficiency
9 incentive.

10 Q. Right. So we can basically say that the
11 customer has spent 107.50 a year once you take off the
12 \$5 behavioral usage. Do you agree with me?

13 A. 107.50 per month per year.

14 Q. Correct. I'm sorry. But the company has only
15 spent \$80 actually providing him service or rather if he
16 had been on traditional rates, he would have only paid
17 \$80, correct?

18 A. Is the assumption here that literally on day
19 one of the subscription pricing offer that the customer
20 installs this 20 percent energy efficiency measure?

21 Q. For the sake of simplicity, I'm going to have
22 to say yes. I will concede to you that depending on
23 when he would have installed it he would have had lesser
24 or more savings. The point I'm trying to get to, and I
25 think you would agree with me, is that under normal

1 **rates he would have paid substantially less, correct?**

2 A. Under the standard rate with that efficiency
3 measure, the customer would have paid less than under
4 subscription pricing, yes.

5 **Q. Right. And the difference is it your**
6 **understanding the company would just keep, correct?**

7 A. For that customer in that year, the company,
8 the company would keep the difference, but then in the
9 second year that customer would receive a new
10 subscription pricing offer that would be based on their
11 reduced usage during the prior year. So the point is if
12 a customer is making a 20-year energy efficiency
13 investment, subscription pricing doesn't result in
14 collecting in your example the \$107.50 in perpetuity.
15 That year two offer is adjusted accordingly.

16 **Q. Agreed. But in the interim in that first year**
17 **the company would keep the difference, correct?**

18 A. Yes. If there's a customer who signs up for
19 subscription pricing and then immediately reduces their
20 -- decides to invest in energy efficiency, that would be
21 the case.

22 **Q. And a customer on a traditional rate would**
23 **receive those benefits immediately upon making the**
24 **switch, correct?**

25 A. What do you mean by those benefits? I'm

1 sorry.

2 **Q. Sorry. They would receive the reduction in**
3 **rates immediately upon making the energy efficiency**
4 **investment?**

5 A. For customers who continue to accept the risk
6 associated with the standard rate, their bill would drop
7 when the energy efficiency investment was made and those
8 energy savings appeared.

9 **Q. Thank you.**

10 A. Again, this is we're talking about everything
11 on a weather normalized basis. This story could be very
12 different if it turned out to be a very hot summer or
13 cold winter. Under those circumstances even if the
14 customer has adopted an energy efficiency measure, it
15 still could end up being the case that that customer
16 would pay less under subscription pricing than they
17 would under the standard tariff because their usage
18 would have increased due to that hot summer and they
19 wouldn't have had to pay for it because they had locked
20 in the 12-month subscription pricing fee.

21 **Q. Sorry. Did not mean to cut you off.**

22 A. I was going to say that's an important
23 consideration here. We've been talking about everything
24 on a purely weather normalized basis.

25 **Q. That raises a fascinating question related to**

1 the fuel adjustment clause. And if you don't mind, I'm
2 not going to pose it to you unless you feel up to
3 discussing the fuel adjustment clause. I just don't
4 know if that's something that you were particularly
5 familiar with.

6 A. I'm familiar with the fuel adjustment clause
7 in the sense of how it's applied to the customer's bill
8 when calculating their subscription pricing offer. I
9 haven't gone deep into the regulatory aspects of the
10 fuel adjustment clause.

11 MR. CLIZER: That's okay. I will spare you
12 having to struggle over that and pose it to a different
13 witness. Thank you for pointing that out. I think I
14 have no further questions. Thank you.

15 JUDGE HATCHER: Thank you. And that will take
16 us to redirect.

17 MR. FISCHER: Thank you, Judge. Just briefly.

18 REDIRECT EXAMINATION

19 BY MR. FISCHER:

20 Q. Mr. Hledik, early in your conversation with
21 Judge Hatcher he was asking about protections for
22 ratepayers. I'd like to ask you what protections are
23 there first for ratepayers that are not participating in
24 the plan?

25 A. So the protections that are built in for

1 nonparticipants or ratepayers who are not participating
2 in subscription pricing, there are a couple. The first
3 is subscription pricing includes, as I mentioned
4 earlier, the program cost adder, which once the program
5 is fully available at scale is designed to fully recover
6 the costs of administering and implementing this program
7 from the participants themselves. So in that sense the
8 program cost adder would insulate nonparticipants from
9 having to pay for any of the costs of offering the
10 program.

11 On a pilot basis, it's impractical to set the
12 rate at that level, the program cost adder at that level
13 so a portion will be socialized. That's what
14 protections that program cost adder. And then the other
15 is this notion that if Evergy ends up undercollecting
16 revenues from participants in subscription pricing
17 relative to the standard rate, because, you know, it
18 ended up being a hotter than average or colder -- summer
19 colder than average winter, Evergy's shareholders pay
20 for that underrecovered revenue. That is not something
21 that nonparticipants in the program would pay. So with
22 the exception of a portion of the pilot program cost
23 that will be socialized across customers,
24 nonparticipants are insulated from the financial impacts
25 of the program.

1 **Q. During the conversation I think there was a**
2 **reference by someone to \$150 fee that would be placed on**
3 **nonparticipants. Is that your understanding?**

4 A. It is not. No, my understanding is that that
5 program cost adder up to \$2.50 per month would be used
6 to offset a portion of that \$150.

7 **Q. What protections are there for the ratepayer**
8 **for the 20,000 that might opt into this pilot program?**

9 A. Well, I think the biggest protection is any
10 customer who's opting into this program knows with 100
11 percent certainty what they will be paying. The
12 subscription pricing offer that is presented to them up
13 front is a monthly amount and that customer knows that
14 for the next 12 months that is what their electricity
15 bill will be with the possibility of being paid some of
16 that back at the end. So in my mind the biggest
17 protection for customers is they know exactly what
18 they're paying. And if that price is worth it for them
19 to sign up for the next 12 months, then the customer
20 gets to make that decision.

21 The other I guess protection I would mention
22 is this is being offered on a purely opt-in basis so no
23 customer would unknowingly be defaulted or forced on to
24 this rate option. It would be a proactive decision that
25 customers would make with 100 percent certainty about

1 what they would be paying.

2 Q. So the plan wouldn't be for everybody; is that
3 what you're saying?

4 A. That's my belief is that there's a subset of
5 the customer population that this plan would be
6 attractive to.

7 Q. Would the customer know that his usage would
8 be evaluated at the end of the year and redetermined on
9 a going forward basis?

10 A. Yes. I believe customers would be aware of
11 that fact, yes.

12 Q. Do you believe that would be an incentive for
13 a customer to conserve and be efficient?

14 A. I do.

15 Q. You were asked some questions about the other
16 jurisdictions that have adopted these types of plans.
17 Would you elaborate on the experience that those
18 companies have had and how customers have reacted in
19 those areas?

20 A. Really the data that I have to present there
21 are those enrollment statistics that I mentioned. So
22 again Georgia Power I think has reached 13 or 14 percent
23 enrollment indicating pretty significant interest in
24 Georgia. I believe OGE, Oklahoma Gas and Electric has
25 maybe reached 9 percent participation among their

1 residential customers. And then that Xcel Energy
2 electric vehicle subscription pricing pilot that I had
3 mentioned earlier, I believe that that program reached
4 its pilot participation cap pretty quickly. So I think
5 the observation that I have from those other
6 jurisdictions is that again there's a meaningful subset
7 of the residential customer base that's pretty attracted
8 to this idea.

9 Q. In all of those jurisdictions that have
10 adopted this type of plan, are they all adopted on an
11 opt-in optional not mandatory basis?

12 A. Yes.

13 Q. And do any of those companies also have time
14 of use rates or other rate structures?

15 A. Yes, they do.

16 Q. So they're not exclusively one or the other.
17 Some customers may choose to be on a subscription plan,
18 others might want to be on a high differential time of
19 use plan to save money, right?

20 A. That's correct. And OGE is a good example of
21 that. They have a pretty well known variable peak
22 pricing rate option that is well subscribed in addition
23 to their subscription pricing offer.

24 MR. FISCHER: I think that's all I have,
25 Judge. Thank you.

1 JUDGE HATCHER: Thank you. Mr. Hledik, you
2 are excused.

3 (Witness excused.)

4 JUDGE HATCHER: All of our waiting witnesses
5 can relax. We are going to break for lunch. As a
6 reward for everyone finding agreement over the long
7 weekend, let's come back at 1:30. 1:30 is lunch. Off
8 the record.

9 (Thereupon, a lunch recess was taken from
10 12:00 p.m. until 1:30 p.m., after which the following
11 proceedings were held:)

12 JUDGE HATCHER: Let's go on the record the
13 time of recess having expired. Again, this is Judge
14 Hatcher. We are returning to the general rate cases of
15 Evergy Metro and Evergy West. A couple quick
16 announcements. First I would like to recognize that our
17 Chairman, Ryan Silvey, has joined for the record making
18 that another attendance of 100 percent by the
19 Commissioners for the hearing today.

20 Also on line currently we have Commissioner
21 Coleman and I know we had Commissioner Rupp and
22 Commissioner Holsman on earlier. I expect them to
23 rejoin as well as Commissioner Kolkmeyer.

24 Let's go to second announcement. The
25 Commission would like an on-the-record presentation,

1 please. And as the presiding officer, I see immense
2 advantages in getting that done this week while to
3 whatever extent we have some control over the
4 Commissioners' calendars. That would make this a lot
5 easier. I do understand that it is Tuesday and that
6 later on this week is very soon. So I would like to
7 give this over to the parties and I will anoint staff to
8 be responsible for communicating a reply as to hopefully
9 a jointly suggested time, et cetera, details for an on
10 the record.

11 MR. CLIZER: For clarification, is it all --
12 both current stips and the third one that should be
13 filed? That's what I thought.

14 JUDGE HATCHER: Yes. For the record, well,
15 three plus, fingers crossed if there are any more that
16 come in. Yes, Ms. Mers.

17 MS. MERS: If I may humbly request that if
18 there are any particular issues in those stipulations
19 that the Commissioners have particular questions about,
20 that would help the parties with availability of
21 witnesses and help us narrow down a time that would be
22 best for everybody. So we would appreciate to the
23 extent that that is possible.

24 JUDGE HATCHER: I believe you have just put
25 the word out, and I will follow up with them with an

1 email.

2 MS. MERS: Thank you very much.

3 JUDGE HATCHER: One final announcement.

4 Mr. Clizer.

5 MR. CLIZER: Yes, just briefly. The
6 procedural conference for Case ER-2023-0011, and I
7 apologize, I don't know the actual style of the case, is
8 currently scheduled for 3:00 p.m. tomorrow. I would
9 very much like to be able to be on that procedural
10 conference. I've been assigned to the case. I would
11 ask tomorrow if we have not reached the end of the
12 hearing day by 3:00 p.m. for a brief adjournment so that
13 I may attend that procedural conference.

14 JUDGE HATCHER: For the benefit of our
15 listening audience, the case number cited is for Everygy
16 --

17 MR. CLIZER: Correct.

18 JUDGE HATCHER: -- and it involves their FAC.

19 MR. CLIZER: It is the request to increase the
20 FAC for Everygy West to be specific.

21 JUDGE HATCHER: Thank you. And that is it's
22 not only time conflict but it's possible connection to
23 this case.

24 MR. CLIZER: I would probably say yes,
25 somewhat of a connection.

1 JUDGE HATCHER: I'm sorry. I did not mean to
2 step on any hidden issues. So with that request made, I
3 hesitate to ask so officially now. But if anybody has a
4 thought.

5 MR. STEINER: I don't have an objection, Your
6 Honor, to allow OPC to attend.

7 JUDGE HATCHER: I don't think that was his
8 exact request. So I will take your request under
9 advisement. We'll see where we get to three o'clock and
10 then be prepared I will be asking the parties for a
11 recess or an adjournment for the day which should not
12 throw me off schedule, Mr. Public Counsel.

13 MR. CLIZER: I said adjournment. I'd be okay
14 with a recess too.

15 JUDGE HATCHER: Okay. Either. We'll get
16 there when we get to that bridge. Excellent. Any other
17 announcements? Thank you.

18 Let's return to our witness list. By my
19 schedule, it is Everyg's next witness.

20 MR. STEINER: Yes. Company calls Bradley
21 Lutz.

22 JUDGE HATCHER: Thank you. As Mr. Lutz makes
23 his way to the stand, just to remind him he's already
24 been sworn in. That is still applicable. Go ahead and
25 take your seat. The witness is yours.

1 BRADLEY LUTZ,
2 having been previously duly sworn, was examined and
3 testified as follows:

4 MR. STEINER: Your Honor, this witness's
5 prefiled testimony has already been admitted. So I
6 would tender him for cross-examination.

7 JUDGE HATCHER: Thank you, sir. That will
8 take us to cross-examination. On our shortened list,
9 and again let the record reflect Commissioner Kolkmeyer
10 has joined us in person, Renew Missouri, any questions?

11 MS. GREENWALD: No questions, Your Honor.

12 JUDGE HATCHER: Thank you. Ms. Mers?

13 MS. MERS: No, thank you.

14 JUDGE HATCHER: Mr. Clizer?

15 MR. CLIZER: No questions at this time. Thank
16 you.

17 JUDGE HATCHER: Okay. Mr. Lutz, any
18 Commissioner questions for Mr. Brad Lutz of Evergy?

19 CHAIRMAN SILVEY: No questions, Judge.

20 JUDGE HATCHER: Thank you, Chairman. The
21 bench does have a couple questions. I'm sorry. That's
22 going to subject you to the whole rigmarole.

23 QUESTIONS

24 BY JUDGE HATCHER:

25 **Q. Mr. Lutz, your testimony details aspects of**

1 **this program with regard to how certain costs and**
2 **revenues would be accounted for either above or below**
3 **the line. So my first question, this is a two-part,**
4 **first is can you clarify what specific charges would be**
5 **above and which specific would be below?**

6 A. Yes. Under the company proposal, all of the
7 charges related to the program would be accounted for
8 below the line, or I guess I should rephrase that to say
9 the net effects of those. So the point is that our goal
10 is to shield nonparticipants from this pilot to allow us
11 to learn and understand about the program without
12 exposing any nonparticipants to the effects of this
13 pilot.

14 **Q. And to follow that up, does the Commission**
15 **under this proposal, would the Commission maintain any**
16 **ability to review or adjust any of those revenues or**
17 **expenses?**

18 A. Certainly.

19 **Q. How do you see that happening?**

20 A. Well, in the next rate case those would be
21 offered up and again available to staff and other
22 parties to review all of the accounting treatments of
23 those various costs and handled in that proceeding.

24 **Q. Would a paraphrase be a normal prudence**
25 **review?**

1 A. Yes. Yes, I would say that nothing we have
2 proposed steps outside of the normal Commission review.

3 JUDGE HATCHER: Okay. Thank you. That is all
4 the questions I have. Hold on just a minute. As I
5 said, we've got to go through the current list again.

6 THE WITNESS: Certainly.

7 JUDGE HATCHER: Let's go to
8 recross-examination and that will go back to Renew
9 Missouri.

10 MS. GREENWALD: No questions. Thank you.

11 JUDGE HATCHER: Ms. Mers?

12 MS. MERS: A few.

13 RECCROSS-EXAMINATION

14 BY MS. MERS:

15 Q. You said that nothing in your response to the
16 bench you believe is outside the normal regulatory
17 review process. Do you believe that the regulators,
18 parties such as staff and OPC, would have the ability to
19 review what I believe was 20,000 proposed in testimony
20 but sounded like today is now 40,000 potential
21 participants and weather normalized their usage?

22 A. Could you ask that maybe one more time just to
23 make sure I give you the answer that you're seeking.

24 Q. Let me see if I can say it in a different way
25 if you give me a moment.

1 A. Sure.

2 **Q. Okay. So for staff and other parties to**
3 **review, would it be necessary for parties to review the**
4 **weather normalization of each individualized customer?**

5 A. I would think not. But my -- it depends on
6 your approach. If you follow -- In my past experience
7 as an auditor, I think that you can use sampling
8 techniques, risk based assessments, and you can get
9 everything you need through that process to become
10 confident with what's going on in the process. So to
11 answer your question, no, I don't believe that you need
12 to examine each customer to understand that process.

13 **Q. Is it your understanding in this current case**
14 **in your typical rate schedules that staff has expressed**
15 **concerns about being able to review and analyze the data**
16 **that's provided?**

17 A. Certainly.

18 **Q. And when you said that this would be subject,**
19 **I believe in response to the bench question, to a**
20 **prudence review or something like a prudence review, not**
21 **to put words in your mouth, would you include the**
22 **revenues that are being booked below the line in that?**

23 A. Yes. The whole point is to make sure that
24 that accounting is moving those dollars correctly,
25 certainly.

1 Q. So without any special accounting treatment or
2 AAO, you believe that that could be reviewed and moved
3 from below the line if things were found to be -- if
4 there were discrepancies in accounting that the parties
5 or the Commission could find?

6 A. I might have not to answer if I may, because
7 we're starting to move into accounting treatments which
8 are not my specialty. So I don't want to misstate how
9 something might be treated there.

10 MS. MERS: Okay. Thank you much for your
11 time.

12 JUDGE HATCHER: Mr. Clizer.

13 MR. CLIZER: Good afternoon, Mr. Lutz.

14 THE WITNESS: Good afternoon.

15 RE CROSS-EXAMINATION

16 BY MR. CLIZER:

17 Q. Just for the sake of the record to make things
18 clear for briefing, below the line treated as a term of
19 art, I want to make sure that that's clear, a cost that
20 is booked below the line is a cost that is not included
21 in the company's cost of service?

22 A. Correct.

23 Q. Right. So your understanding based on your
24 response from the bench is that both costs and revenues
25 generated from these -- I'm going to screw this up. Let

1 me start that question over.

2 Your understanding is that the costs and
3 revenues in excess of the normalized weather amounts
4 would be not included in the company's cost of service?
5 Did I get that partially correct at least?

6 A. I believe so. What my answer was saying is
7 that just below they're below the line in that treatment
8 doesn't mean they're precluded from any kind of review
9 in the rate case. I mean I still think there needs to
10 be a determination that the proper treatment occurred.
11 It's just a matter of what's included ultimately in the
12 revenue requirement requested by the company.

13 Q. But any excess revenue or excess costs beyond
14 what the company originally intended to collect through
15 the rate would be retained by the company in either
16 direction?

17 A. Correct. We've requested a symmetric
18 treatment, yes.

19 Q. They would be both borne by or received by
20 shareholders and not borne by or received by ratepayers?

21 MR. CLIZER: Correct. Thank you. I wanted to
22 get that clarified. I have no further questions.

23 JUDGE HATCHER: Thank you. That will take us
24 to redirect.

25 MR. STEINER: Thank you.

1 REDIRECT EXAMINATION

2 BY MR. STEINER:

3 Q. Mr. Lutz, you were asked some questions about
4 how staff would audit accounts. Do you recall that?

5 A. I do.

6 Q. Can you describe how you think an audit would
7 take place?

8 A. Well, starting from the account perspective,
9 what I would probably do would be to review the overall
10 population and identify some kind of approach sampling
11 technique to review and extract a statistically
12 significant sample from that population. I would review
13 that, do my discovery, and then determine, you know, if
14 I'm comfortable with the results or if any kind of
15 further analysis was needed. My hope is that the
16 process would avail itself and you would be able to
17 understand what was occurring in the execution of that
18 process and can make an assessment of it.

19 Q. Do you recall staff asking you if it was true
20 that they expressed a concern on the ability to review
21 data in this case?

22 A. I do.

23 Q. And I believe you said yes, staff did express
24 a concern?

25 A. No, that I was aware of their concerns in the

1 case.

2 Q. Do you believe they did have a legitimate
3 concern on reviewing data?

4 A. Can you rephrase that?

5 Q. I'll just drop it.

6 A. Okay. Sorry.

7 MR. STEINER: That's all I have, Judge.

8 JUDGE HATCHER: Thank you, sir. You are
9 excused.

10 (Witness excused.)

11 JUDGE HATCHER: Everyg, your next witness.

12 MR. STEINER: Company calls Kim Winslow.

13 JUDGE HATCHER: You've already been sworn in?

14 THE WITNESS: No, I have not.

15 JUDGE HATCHER: Go ahead and raise your right
16 hand, please.

17 Do you solemnly swear or affirm that the
18 testimony you're about to give is the truth, the whole
19 truth, and nothing but the truth?

20 THE WITNESS: I do.

21 JUDGE HATCHER: Thank you. Please have a
22 seat. Your witness.

23 KIMBERLY WINSLOW,
24 having been first duly sworn, was examined and testified
25 as follows:

1 DIRECT EXAMINATION

2 BY MR. STEINER:

3 Q. Would you state your name for the record,
4 please?

5 A. Kimberly Winslow.

6 Q. Where do you work and what is your position
7 there?

8 A. I work at Evergy, and my position is Senior
9 Director of Energy Solutions.

10 Q. Thank you. Ms. Winslow, did you cause to be
11 filed in the Evergy Metro case direct testimony which
12 has been premarked as Exhibit 82, rebuttal testimony
13 which has been premarked as Exhibit 83, and surrebuttal
14 testimony that's been premarked as Exhibit 84?

15 A. Yes, I did.

16 Q. Did you also file in the Evergy Missouri West
17 case direct testimony which has been premarked as
18 Exhibit 128?

19 A. Yes, I did.

20 Q. Those testimonies I mentioned, do you have any
21 corrections to any of those?

22 A. No, I do not.

23 Q. Would the answers to those testimonies be the
24 same as they appear -- would be the same today as they
25 appear in the written form in your testimony?

1 A. Yes, they would.

2 Q. Are the answers contained in the testimony
3 true and accurate to the best of your knowledge and
4 belief?

5 A. Yes.

6 MR. STEINER: Judge, I would move for the
7 admission of Winslow direct, rebuttal, and surrebuttal
8 testimony using the previous marked numbers and then
9 would tender this witness for cross-examination.

10 JUDGE HATCHER: You've heard the motion. I
11 will combine all of the questions and repeat the exhibit
12 numbers. Are there any objections to the admission of
13 Exhibit 82, 83, or 84 to the file number ending in 0129
14 or the admission of Exhibit 128 to the file number
15 ending in 0130? Any objections? Hearing none, it is so
16 admitted.

17 (COMPANY EXHIBITS 82, 83, 84, AND 128 WERE
18 RECEIVED INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

19 JUDGE HATCHER: Let's go to cross-examination.
20 Renew Missouri.

21 MS. GREENWALD: No questions, Your Honor.
22 Thank you.

23 JUDGE HATCHER: Thank you. And Staff.

24 MS. MERS: No, thank you.

25 JUDGE HATCHER: And Public Counsel.

1 MR. CLIZER: No questions at this time. Thank
2 you.

3 JUDGE HATCHER: Thank you. Ms. Winslow, I'm
4 sorry, I do have a question. Let's ask the
5 Commissioners first. Any Commissioner questions for Ms.
6 Winslow?

7 COMMISSIONER HOLSMAN: No questions, Judge.

8 JUDGE HATCHER: Thank you, Commissioner. And
9 as I said, the bench does have just a couple questions.

10 QUESTIONS

11 BY JUDGE HATCHER:

12 Q. Your testimony mentions a number of ruled
13 variances that Evergy is seeking in conjunction with
14 this pilot program. Do you have a sense if the program
15 would still be offered if those variances are not
16 granted?

17 A. Yes. So in review of those variances, I
18 believe that there was about four variances. When I
19 submitted my testimony, there was a combination of
20 variances that were provided for both advanced easy pay
21 and for subscription pricing. Now that advanced easy
22 pay has been agreed to be withdrawn by parties and the
23 company, there still exists about four different
24 variances. I believe that a couple of them are based
25 around whether or not the company is able to show actual

1 energy usage to the customer and show a beginning and
2 ending meter reading and then I think the third one was
3 just around being able to, you know, notify the customer
4 that there would be some seasonal rate changes as well.
5 In review of those variances, I think that as we think
6 about the bill that we want to present to a subscription
7 pricing participant, I think it is important that we
8 show them what their historical usage is and what their
9 actual usage is. So my review of Georgia Power, you
10 know, Mr. Hledik had talked about that their program had
11 been in place for about 20 years, and I think of them as
12 being a very good benchmark to think about how we would
13 offer this program. They do offer within their bill
14 that actual usage and historical usage and, you know,
15 the company would want to seek to be able to offer that
16 so that we can continue to again take advantage of our
17 CIS system and present that to the customer. So I think
18 there may be the one variance around seasonality. I'm
19 not so sure that that may be one variance that we would
20 continue to seek simply because the customer will have a
21 fixed bill. And so they don't necessarily need to
22 understand that their bill may be changing because of
23 rates. It will be a fixed bill. I think on those other
24 ones, you know, we would have to continue to think about
25 whether or not we can present that historical energy

1 usage as well as the current energy usage. Does that
2 make sense?

3 Q. Am I to take your answer as --

4 A. I think that we would -- you're saying would
5 -- Repeat your question again.

6 Q. Would you still do the program if the
7 Commission said no to your waivers?

8 A. I'm not sure that we could do the program,
9 yeah.

10 Q. All right. This one was a punted question.

11 A. Okay.

12 Q. How will customers be made aware of their
13 usage and how it tracks with their anticipated or
14 calculated usage? So kind of like the example you're
15 pointing out with Georgia, I think.

16 A. Right. So again, I think we want to be able
17 to show the customer what their actual usage is compared
18 to historical usage so that they can understand how they
19 are performing against that subscription bill. And I
20 guess I would also add too we're talking about that's
21 the physical bill. We do have the My Account portal,
22 which is the digital tool that many of our customers --
23 all customers have access to that, but they have to set
24 up that account portal. There is information within
25 that account portal where they can go to and look to see

1 what their usage has been for the day, for the week, for
2 the month, for the year.

3 Q. Drawing on what I heard earlier, is the
4 current proposal then an annual summary of the
5 customer's usage for that annual period and then
6 compared to historical or is that in every monthly bill?

7 A. Our initial offer would show what their
8 previous weather normalized usage was and then what
9 their offer would be under subscription pricing. So
10 that would be their initial offer and then they would
11 still receive a monthly bill showing what that monthly
12 amount is.

13 Q. I did not hear an answer to my question.

14 A. Okay.

15 Q. Is their monthly bill going to show any usage
16 for that month?

17 A. Yes, yes. Their monthly bill, again, we want
18 to strive to be able to show what their monthly bill is
19 and then compared to what their historical monthly usage
20 is.

21 Q. Okay. So I sign up for the program and I
22 heard you qualify at the initial, and I want to get past
23 that. So I'm six months into the program.

24 A. Sure.

25 Q. The bill that I get, is that one monthly bill

1 going to show me how much electricity I consumed over
2 the last month?

3 A. Yes.

4 Q. Is that monthly bill going to show me that
5 amount so it's going to say Dear Charles, you spent \$100
6 this month. Last year at this time before you were on
7 this program you spent \$110 a month?

8 A. Yeah. It will likely just show -- We won't
9 show the dollar amount. We'll show the usage amount.

10 Q. But there will be some?

11 A. Right, yes.

12 Q. Any alerts for high usage, and at this point I
13 want to differentiate between you said My Customer
14 portal?

15 A. My Account.

16 Q. My Account portal?

17 A. Yeah.

18 Q. Because it sounds like that would be available
19 to these customers. At the end of the day they could
20 certainly sign in for a subscribed price and sign in
21 through that portal to get all of the more detailed
22 granular data for their account?

23 A. Correct.

24 Q. Within the subscription program, is there any
25 alert for high usage?

1 A. So within the actual subscription pricing
2 tariff, we did not set up any guardrails if a customer
3 is using more than an extreme amount of usage than maybe
4 what they were in the previous month or the previous
5 year. So not within the subscription pricing tariff.
6 However, Evergy does have high bill alerts that a
7 customer can sign up for that also lets them know
8 whether or not their usage is going out of bounds. I
9 believe the customer can set guardrails around their
10 usage amount.

11 Q. So I want to key in on that's not in program.

12 A. Uh-huh.

13 Q. And referring to the guardrails. So there's
14 no automatic guardrails. So a hypothetical question.
15 As a parent whose children have bought one or two apps
16 without their parents' permission -- man, I wish they
17 don't ever read this -- I can imagine a scenario where
18 parents leave for a month's vacation and come home to
19 find out that they are now home to a crypto mining
20 operation. I have read news articles that these can
21 apparently be loaded into semi truck trailers and moved
22 to plug into energy sources. So not humorous but
23 probably not outside the realm of possibility, at what
24 point does the company have a responsibility to somebody
25 to say holy cow, we have gone from a standard, and I'm

1 **sorry for the dollar amounts, the hundred kWh a month to**
2 **50,000 gigawatts or whatever crypto mining is. Can you**
3 **help me with this hypothesis? Just talk it through a**
4 **little.**

5 A. Yeah, sure. In that case when I think about
6 how the subscription pricing plan is developed and we've
7 talked, Mr. Hledik talked about the risk premium that is
8 applied up to 10 percent. So when we think about that
9 increased cost that could occur, that would be borne,
10 that increased cost we have that 10 percent premium,
11 there's a behavioral risk component up to 5 percent,
12 right, and then there's the other piece around the risk
13 premium that that could be based on weather, it could be
14 based on modeling, any modeling risks that we may have,
15 different just risk elements that we're thinking, any
16 riders that may increase or decrease. So the company
17 has developed those both at behavior risk and the risk
18 premium that it has applied. So the company then or the
19 shareholders if the customer ends up going outside of
20 their monthly amount, bill amount, that cost will be
21 borne by the shareholders, not by the company or not by
22 nonparticipants, right, so I think we have to remember
23 that from that perspective the shareholders will bear
24 that cost of any increased usage that is going to
25 happen. And then when it comes to the next year then,

1 the customer will then -- they will pay an increased or
2 an average amount based on the previous 12 months. So
3 then they get reset their next year. Their next 12
4 months will get reset. But then they will receive their
5 monthly bill as well that will show what the usage was
6 for that month.

7 Q. We've talked a little bit about the customer
8 portal which sounds very conducive to customers with a
9 smart phone or a tablet or internet access.

10 A. Uh-huh.

11 Q. Would customers without that access still be
12 able to participate in a subscription pricing of the
13 program?

14 A. Yes. Any customer could participate. I mean,
15 there's some restrictions that we have within the
16 tariff, net metering, single metered multi family,
17 apartment complex, but someone that -- I mean, with all
18 of our programs a customer can still participate without
19 access to the portal.

20 Q. But now we have a customer who is more engaged
21 and wants to set up some guardrails but no smart phone.
22 Are they going to be able to participate in your
23 subscription program, set up the guardrails and not have
24 a smart phone or access to the internet?

25 A. I mean, it's possible. I mean, I feel like,

1 you know, this is a program that perhaps that person,
2 they may see that that's not something that they want to
3 choose to participate or not and there may be another
4 program where they do want more of that real time
5 information. Time of use, for example, they wouldn't be
6 able -- I mean, would that preclude them from
7 participating in time of use as well. I don't want to
8 draw too much attention if they don't have access to a
9 computer or a smart phone but they can still participate
10 in the program. They would still be able to have that
11 information and still receive that monthly bill just as
12 all the other customers.

13 **Q. Have you looked at any data or surveys to**
14 **indicate that customers on the budget billing option**
15 **would transition to the subscription pricing option**
16 **mainly because of the lack of a true-up?**

17 **A.** We have done multiple surveys. That
18 particular question, I'm not sure. I do know that again
19 as we presented the different options or did some of our
20 surveys, customers were interested in that flat bill,
21 one that did not have the true-up at the end of the 12
22 months or even now are average payment plan. It gets
23 trued up within plus or minus 10 percent even on a
24 monthly basis. So that was an attribute when we did our
25 customer research customers did like the fact that there

1 was a flat bill that they could simply budget for and
2 not have to worry about it.

3 JUDGE HATCHER: That takes care of all the
4 questions I have. Ms. Winslow, I'm going to have to ask
5 you to wait on our witness stand for just a few moments.
6 We're going to go through recross. First I have Renew
7 Missouri. Any questions on recross.

8 MS. GREENWALD: No, thank you.

9 JUDGE HATCHER: Thank you. And for staff.

10 MS. MERS: Good afternoon, Ms. Winslow.

11 THE WITNESS: Hi.

12 RE CROSS-EXAMINATION

13 BY MS. MERS:

14 Q. Do you have a copy of your direct with you?

15 A. I do, yes.

16 Q. Could you turn to your first schedule,
17 Schedule KHW, page 1?

18 A. Yes, uh-huh.

19 Q. Is it correct that this is a chart that you've
20 laid out for the requested variances for both the
21 advanced easy pay and the subscription pricing pilot?

22 A. Yes, I mentioned that, yes.

23 Q. I'm assuming for all who maybe don't have a
24 copy but the AEP is advanced pilot and the SPE is
25 things?

1 A. Subscription pricing.

2 Q. For the variance for 20 CSR 4240-13.020(2),
3 which is the each billing statement rendered by a
4 utility shall be computed on actual usage, is it correct
5 that the justification you've listed is for the
6 subscription pilot as the program will be set up with an
7 agreed upon monthly charge at the start, there's not a
8 need to bill based on actual usage?

9 A. Right.

10 Q. Customers will still have options available to
11 find out their actual usage other than the actual bill;
12 is that a correct reading?

13 A. Yes, that's correct.

14 MS. MERS: Thank you. That was all I had.

15 JUDGE HATCHER: Thank you. Mr. Clizer.

16 MR. CLIZER: Good afternoon, Ms. Winslow.

17 THE WITNESS: Good afternoon.

18 RE CROSS-EXAMINATION

19 BY MR. CLIZER:

20 Q. All right. If I'm a savvy Everygy customer and
21 I sign up for subscription billing, I know that in order
22 to receive the behavioral usage, I'm using the term
23 rebate, the behavioral usage amount that comes back to
24 customers at the end of the year. I'm going to call it
25 -- keep calling it rebate. I'm apologizing if you

1 **disagree with that term.**

2 MR. STEINER: I'm going to object that the
3 Judge didn't ask about the behavioral usage adder. It's
4 beyond the scope of the Judge's questions.

5 MR. CLIZER: If you will allow me, I'm trying
6 to get to my point. I will get there relatively
7 quickly.

8 MR. STEINER: You're supposed to ask questions
9 about what the Judge asked, not your point.

10 MR. CLIZER: All right. Let me rephrase my
11 question.

12 JUDGE HATCHER: Yes, that I will agree with.
13 Thank you.

14 BY MR. CLIZER:

15 Q. Ms. Winslow, you were having a discussion with
16 the Judge about the ability to include the actual usage
17 on customer bills?

18 A. Uh-huh.

19 Q. Right?

20 A. Yes.

21 Q. That is an actual usage and not the weather
22 normalized usage, right?

23 A. That's correct, yes.

24 Q. Okay. A customer trying to determine if they
25 are going to be eligible for returning the amount under

1 the behavioral usage needs to know whether or not their
2 weather normalized usage has increased or decreased,
3 right?

4 A. Right, yes.

5 Q. There's not going to be any way for a customer
6 to determine whether or not their weather normalized
7 usage increases or decreases from the bill?

8 A. Right. We will be presenting their actual
9 usage, yes.

10 MR. CLIZER: I apologize. That was the point
11 I wanted to make. Thank you. I have no further
12 questions.

13 JUDGE HATCHER: Thank you. That takes us to
14 redirect.

15 MR. STEINER: Thanks.

16 REDIRECT EXAMINATION

17 BY MR. STEINER:

18 Q. Staff asked you a question about your Schedule
19 1 where you listed the variances you requested. Do you
20 see that?

21 A. Yes, uh-huh.

22 Q. And I think you mentioned it earlier regarding
23 how the bill would show actual usage based on your
24 review of Georgia Power bills?

25 A. Uh-huh.

1 Q. So is that something in addition to what you
2 requested in the variance or said that there's no need
3 to bill based on actual usage monthly?

4 A. Yeah. I mean, in this variance we're not
5 billing based on actual usage, on actual monthly usage.
6 We're not billing on that basis. We're billing an
7 average amount calculated from the subscription pricing
8 offer.

9 Q. Right. But you're still proposing to show
10 actual usage as you discussed earlier?

11 A. Yes.

12 Q. You were speaking to Mr. Clizer about weather
13 normalized usage information; is that correct?

14 A. Yes.

15 Q. Do you recall that?

16 A. Uh-huh.

17 Q. Would the company be willing to work with the
18 customer to provide weather normalized billing
19 information should they require it, should they ask for
20 it?

21 A. Yeah, I think the company definitely would
22 want to, you know, present that or not present it but
23 help the customer understand how their actual usage is
24 varied based on how weather is impacting their usage.
25 And for example, I mean, I would say even within our My

1 Account portal we have temperature data that we also
2 share along with the customer.

3 Q. You also talked about with the Judge high bill
4 alerts. Would you also be willing to work with the
5 customers to provide high bill alerts should they
6 require those?

7 A. Yes.

8 MR. STEINER: Thank you.

9 JUDGE HATCHER: Thank you, Ms. Winslow.
10 You're excused.

11 (Witness excused.)

12 JUDGE HATCHER: Every, go ahead and call your
13 next witness.

14 MR. STEINER: That is it, Your Honor.

15 JUDGE HATCHER: No Mr. File?

16 MR. STEINER: Mr. File is testifying on
17 advanced easy pay, and we've agreed to remove that if we
18 get the stipulation filed, which we anticipate doing
19 today.

20 JUDGE HATCHER: Understood. And that will I
21 believe take us to staff and I understand there are two
22 staff witnesses. So staff's witness. Go ahead.

23 MS. MERS: Staff would call Contessa King to
24 the stand.

25 JUDGE HATCHER: Good afternoon, Ms. King.

1 Please raise your right hand.

2 Do you solemnly swear or affirm to tell the
3 truth, the whole truth, and nothing but the truth in
4 your testimony?

5 THE WITNESS: I do.

6 JUDGE HATCHER: Thank you. Please be seated.

7 Ms. Mers.

8 CONTESSA KING,
9 having been first duly sworn, was examined and testified
10 as follows:

11 DIRECT EXAMINATION BY MS. MERS:

12 Q. Could you please state and spell your name for
13 the record?

14 A. First name Contessa, C-o-n-t-e-s-s-a. Last
15 name King, K-i-n-g.

16 Q. And who are you employed by and in what
17 capacity?

18 A. I am employed by the Missouri Public Service
19 Commission. I am the manager of the customer experience
20 department.

21 Q. Did you file or cause to be prepared testimony
22 in this case that has been listed as the rebuttal
23 testimony of Contessa King, Exhibit 242, in both public
24 and confidential versions?

25 A. Yes.

1 Q. Do you have any corrections to that testimony?

2 A. No.

3 Q. If I asked you those same questions today,
4 would your answers be the same?

5 A. Yes.

6 Q. Is that information true and correct to the
7 best of your knowledge and belief?

8 A. Yes.

9 MS. MERS: I would go ahead and ask that that
10 exhibit be entered and then tender Ms. King for cross.

11 JUDGE HATCHER: You've heard the motion. Are
12 there any objections to the admission of Exhibit 242 to
13 the hearing record? Hearing none, the exhibit is so
14 admitted.

15 (STAFF'S EXHIBIT 242 WAS RECEIVED INTO
16 EVIDENCE AND MADE A PART OF THIS RECORD.)

17 JUDGE HATCHER: The witness has been tendered
18 and that will take us to Public Counsel.

19 MR. CLIZER: Good afternoon, Ms. King.

20 THE WITNESS: Afternoon.

21 CROSS-EXAMINATION

22 BY MR. CLIZER:

23 Q. You are fairly familiar with Evergy's existing
24 billing system or bill options, correct?

25 A. Fairly familiar, yes.

1 Q. Evergy currently offers a billing option
2 referred to as level pay, correct?

3 A. Yes, their average level payment plan.

4 Q. You would agree with me that the current
5 average level payment plan is substantially similar --
6 let me walk that back. Were you here this morning when
7 Mr. Hledik was testifying?

8 A. Yes.

9 Q. When he was asked a question from the Judge he
10 was talking about broader perspectives, and one of the
11 things he mentioned was the idea that customers might
12 want a level or consistent amount of billing. You would
13 agree with me that Evergy's current average level pay
14 system allows customers to be billed a regular average
15 amount every month, correct?

16 A. That's correct.

17 Q. Do you believe it would be possible to make
18 changes to the existing average level pay system that
19 could solve or bring that payment program closer or more
20 similar to what Evergy is proposing here?

21 A. Yes. I mean, the company is stating that one
22 of the reasons they want to offer this program to their
23 customers is because customers want predictability and
24 they want choice. So they could look at their existing
25 average payment plan and redesign it in a way in which

1 customers would get that predictability and they can
2 also design it in a way where there's choices that
3 customers can make along the way within that 12-month
4 period. For example, giving them the choice to true up
5 maybe at six months or at the end of the 12-month period
6 allowing them to roll over any remaining balance into
7 the next 12 months. So they can achieve the
8 predictability that they're touting as well as customer
9 choice by simply redesigning an existing program, and
10 OPC witness Ms. Lisa Kremer, she mentions that in her
11 testimony as well.

12 Q. I know there's been some discussion especially
13 during the opening that kind of compared the
14 subscription pay program to something like a
15 subscription streaming service. I think Netflix is the
16 trademark name that's gotten thrown around. You would
17 agree with me that electricity service or the services
18 being offered by Evergy are not truly similar to a
19 subscription streaming service like Netflix, right?

20 A. In terms of being essential, no, they're not
21 similar. I don't find Netflix or Gold's membership or
22 any type of streaming service a necessity whereas
23 electricity is a necessity.

24 Q. You would agree with me that Evergy unlike
25 streaming services are not competing for their customers

1 **company is proposing with the subscription pricing pilot**
2 **program?**

3 A. That is a difference, correct.

4 Q. **It's probably the major one, isn't it?**

5 A. Yes, I would say it's major.

6 Q. **You've been around the Commission a long time;**
7 **is that right?**

8 A. 20 years.

9 Q. **Is it your understanding that the Commission,**
10 **one of the primary tasks of the Commission is to serve**
11 **as a surrogate to act -- to encourage the companies to**
12 **act more like a competitive market would?**

13 A. To act as a surrogate?

14 Q. **Surrogate for competition when there is none.**

15 A. I do believe that that has been and is
16 encouraged. I think we have to be careful in making
17 sure that programs are designed in a way that is
18 beneficial to customers in doing that, but I don't
19 disagree that yeah, they would like to see choice where
20 choice can be offered.

21 Q. **Do you believe that choice is a beneficial**
22 **thing for customers?**

23 A. I believe informed choice is beneficial to
24 customers.

25 Q. **Informed choice?**

1 A. Yes.

2 **Q. So choice if they're informed about the**
3 **programs would be a benefit to customers. They can opt**
4 **in or they can opt out; they don't need to be a part of**
5 **the pilot, right?**

6 A. Correct.

7 **Q. That is a choice that they have in this**
8 **setting, right?**

9 A. Yes. This program is designed as voluntary
10 only and opt in, that is correct.

11 **Q. But staff is opposing that choice for**
12 **consumers, right?**

13 A. Staff is opposing that choice for consumers
14 because by the company's own admission the customer that
15 is participating in subscription pricing on average
16 would pay more under subscription pricing than they
17 would under the standard rate.

18 **Q. And certain customers would find the fixed**
19 **bill aspect of that program to be attractive and would**
20 **perhaps more than offset any concern they have about a**
21 **little bit more money?**

22 A. I believe that's where we're facing some
23 philosophical differences whereas staff is not
24 supporting a program where on average a customer could
25 pay more simply for the opportunity to have choice.

1 thought and make sure that it's in the record. You're
2 saying that without the variances Everygy could still do
3 the program because they would be producing a bill which
4 could include all of the required information under
5 Chapter 13 or other regulations?

6 A. Based on my understanding of which variances
7 they're seeking that were included in their direct
8 testimony, it seems to me that a number of these
9 variances aren't -- that they could continue to go ahead
10 and move on with the program but still include some of
11 the information. Like they're wanting to remove like
12 the seasonal change. I mean, that's just they can put a
13 blurb on the bill that that actually explains that that
14 occurs. It may not be occurring for that particular
15 customer because they're on subscription pricing, but
16 they could still put it on the bill that that occurs.

17 In terms of consumption, I have to be honest
18 I'm a little confused on what they're saying they're
19 going to continue to put on the physical bill. It seems
20 to me that consumption could still be on the bill. It's
21 my opinion that a billing period could still be on the
22 bill. So you know, potentially they could move forward
23 without.

24 Q. Okay. Thank you. One more. This was posed
25 to Mr. Lutz. Would the Commission still have the

1 **ability to review and/or adjust any revenue or expense**
2 **posted below the line associated with this program?**

3 A. Staff witness Sarah Lange, she can testify and
4 answer any questions regarding revenue treatments or
5 rate design.

6 JUDGE HATCHER: Excellent. Thank you, Ms.
7 King. That's all the questions the bench has. I do
8 apologize. We're going to go through the rigmarole
9 again.

10 THE WITNESS: That's okay.

11 JUDGE HATCHER: We'll go back to
12 recross-examination. Mr. Clizer.

13 MR. CLIZER: I have no questions. Thank you.

14 JUDGE HATCHER: Renew Missouri.

15 MS. GREENWALD: No questions. Thank you.

16 JUDGE HATCHER: Everyy.

17 MR. FISCHER: No questions. Thank you, Judge.

18 JUDGE HATCHER: And redirect.

19 MS. MERS: Good afternoon, Ms. King.

20 THE WITNESS: Afternoon. Thank you.

21 REDIRECT EXAMINATION

22 BY MS. MERS:

23 Q. You were asked by counsel for OPC about what
24 changes could be made to the level payment plan to get
25 more predictability. Did you have any others than the

1 ones you went over?

2 A. In terms of recommendations?

3 Q. Yes.

4 A. Not really.

5 Q. And Evergy could still bundle, we've heard
6 that term often, the level payment plan with offers such
7 as a smart thermostat, correct?

8 A. To my knowledge, there's nothing preventing
9 them from doing that.

10 Q. You also received some questions from counsel
11 for Evergy about one of staff's duties and you stated
12 that is to act or encourage competitive environment or
13 act as a surrogate for competition. Do you recall that?

14 A. I believe he said Commission.

15 Q. Commission. Is part of the Commission's I
16 guess slogan or motto, would you think that that portion
17 he's talking about is the quality utility service
18 portion?

19 A. Yes.

20 Q. And is there another part of that Commission
21 motto?

22 A. Informed consumers, quality utility services.

23 Q. And what concerns does staff have with the
24 informed consumer portion of that in making sure that
25 the Commission is helping customers be as informed as

1 **they can?**

2 A. As stated in my testimony, I do think it's
3 going to take -- it may take, that's what I say in my
4 testimony, it may take a sophisticated customer to
5 understand the intricacies of this program. And so --
6 and then the company has stated there's no need to go
7 into great detail with customers how all of the adders
8 and all the various things that are associated with the
9 calculation of the bill. I believe that's just where we
10 disagree. We do believe that customers need to be well
11 informed on what they're getting into even though this
12 is a voluntary program.

13 **Q. And you're asked about, or maybe accused would**
14 **be a better term of staff assuming they know better than**
15 **customers.**

16 MR. FISCHER: I'll object to the
17 characterization of that.

18 MS. MERS: I apologize. I'll withdraw.

19 BY MS. MERS:

20 **Q. But do you recall that statement being made?**

21 A. Yes.

22 **Q. Do you think staff with its training and**
23 **expertise understands proposals better than the typical**
24 **consumer?**

25 A. Yes, we do, and we're struggling with this

1 one.

2 Q. And do you think without education that
3 consumers can make a truly informed voluntary choice?

4 A. No.

5 Q. And does eliminating this program eliminate
6 choice from the consumer or other options for them to
7 get predictability or an average known monthly plan or
8 payment?

9 A. To answer the beginning of your question, no,
10 and yes, there's other options.

11 Q. You were asked by the bench about the
12 variances in this case if Evergy could still go forward.
13 What is your understanding of the variances requested?

14 A. My understanding is that the company will no
15 longer because of the nature of the program, how it's
16 designed, there won't be a billing period on there.
17 There won't be the actual usage on the bill because even
18 in Ms. Winslow's schedule in her direct testimony she
19 states that there's other ways in which customers can
20 find out about their actual usage. So in reading that,
21 that's telling me that perhaps consumption wouldn't be
22 on there. So you know, those are just some issues that
23 come to mind. Also, they're requesting a variance from
24 13.020(2) which is the estimated billing procedures
25 which, of course, again the way this program is designed

1 we're not looking to have things estimated, but one of
2 the provisions is that the company puts on the bill
3 whether or not the reading is estimated or actual. And
4 since they're asking for a variance from that, that
5 means if there were something that happened to the
6 meter, you know, sometimes that's how customers find out
7 that a meter has malfunctioned is because they'll see
8 that E or that A on there. Customers would no longer
9 receive that information either.

10 Q. So you mentioned the notification on the bill
11 that usage was actual or estimated might be a way of
12 alerting consumers or Evergy --

13 A. Right.

14 Q. -- that there's a potential issue. Would
15 having that usage on there provide difficulties, or not
16 having that usage, excuse me, would not having that
17 usage on there provide difficulties for consumers in
18 filing a complaint if they believe they were charged
19 incorrectly or if they -- would they be able to tell if
20 there was any diversion on their account without that
21 information?

22 A. It's possible they could, you know, maybe miss
23 something because that information isn't included on the
24 bill.

25 MS. MERS: Okay. That's all I had. Thank you

1 very much.

2 JUDGE HATCHER: Thank you, Ms. King. You are
3 excused.

4 THE WITNESS: Thank you.
5 (Witness excused.)

6 JUDGE HATCHER: Staff's next witness?

7 MS. MERS: Staff calls Sarah Lange to the
8 stand.

9 JUDGE HATCHER: Ms. Lange, please raise your
10 right hand.

11 Do you solemnly swear or affirm that the
12 testimony you're about to give is truth, the whole
13 truth, and nothing but the truth?

14 THE WITNESS: I do.

15 JUDGE HATCHER: Please have a seat. Ms. Mers.

16 SARAH LANGE,
17 having been first duly sworn, was examined and testified
18 as follows:

19 DIRECT EXAMINATION

20 BY MS. MERS:

21 Q. Could you please state and spell your name for
22 the record?

23 A. Sarah, S-a-r-a-h, L.K. Lange, L-a-n-g-e.

24 Q. And who are you employed by and in what
25 capacity?

1 A. I'm employed by the Missouri Public Service
2 Commission as a regulatory economist on staff.

3 **Q. Do you have any other training or degrees that**
4 **help you in your job?**

5 A. Yes, I also have a Missouri Bar license. I'm
6 an attorney in the state of Missouri.

7 **Q. And did you prepare or cause to be prepared**
8 **direct testimony that has been marked as Exhibit 229,**
9 **rebuttal testimony that has been marked as Exhibit 243,**
10 **and surrebuttal testimony that has been marked as**
11 **Exhibit 265?**

12 A. I did.

13 **Q. Do you have any corrections to that testimony?**

14 A. I do. Several corrections were noted within
15 subsequent rounds of testimony, but to address here
16 today in the CCOS direct page 59, the sentence beginning
17 on line 16 should read failure to ensure that customers
18 seeking additional distribution and metering equipment
19 to facilitate an overall bill reduction are
20 appropriately charged for the costs of such upgrades
21 consistent with the applicable facility's extension
22 tariff provisions would be imprudent on the part of EMM
23 and EMW.

24 JUDGE HATCHER: If I could interrupt just to
25 clarify. Were all of the words that you spoke the

1 correction?

2 THE WITNESS: Yes. I left -- a sentence got
3 worded very awkwardly when it was moved. So I was
4 reading the correct sentence. I can read what the
5 incorrect sentence said if that would be helpful.

6 JUDGE HATCHER: No, but could you read the
7 complete sentence one more time.

8 THE WITNESS: Yes, that was the complete
9 sentence. Failure to ensure that customers seeking
10 additional distribution and metering equipment to
11 facilitate an overall bill reduction are appropriately
12 charged for the costs of such upgrades consistent with
13 the applicable facility's extension tariff provisions
14 would be imprudent on the part of EMM and EMW. So the
15 would be imprudent is relating back to failure to follow
16 the tariff effectively.

17 JUDGE HATCHER: Okay. Thank you. I'm sorry.
18 Go ahead.

19 BY MS. MERS:

20 Q. Was that your only correction?

21 A. That was not already addressed, yes.

22 Q. And with that correction, is that testimony
23 true and accurate to the best of your knowledge and
24 belief?

25 A. It is.

1 **Q. And if I asked you those same questions today,**
2 **would your answers be the same?**

3 A. They would.

4 MS. MERS: At this time I would go ahead and
5 offer Exhibits 229, 243, and 265 into the record and
6 tender Ms. Lange for cross.

7 JUDGE HATCHER: Thank you, Ms. Mers. You've
8 heard the motion. Are there any objections to the
9 admission of Exhibit 229, 243, or 265 on to the hearing
10 record? Seeing no objections, they are so admitted.

11 (STAFF'S EXHIBITS 229, 243, AND 265 WERE
12 RECEIVED INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

13 JUDGE HATCHER: The witness has been tendered.
14 Mr. Clizer, for Public Counsel.

15 MR. CLIZER: Good afternoon, Ms. Lange.

16 THE WITNESS: Good afternoon.

17 CROSS-EXAMINATION

18 BY MR. CLIZER:

19 **Q. I believe that your counsel during opening**
20 **statements, and I apologize if I misparaphrase this,**
21 **suggested that staff had serious concerns regarding the**
22 **ability to audit these proposed programs. I know that**
23 **that's been brought up by several other witnesses. So**
24 **to help me understand, am I correct in understanding**
25 **that staff's position is that it would be exceedingly**

1 **difficult to audit the subscription pricing program for**
2 **rates?**

3 A. It would be, correct.

4 **Q. Am I correct in assuming that that difficulty**
5 **stems from a lack of information available to staff I**
6 **will add?**

7 A. It goes far beyond that. This tariff as it's
8 proposed has significant discretion available to company
9 and what we've learned here today is that there's even
10 more discretion than we're aware of. We've learned
11 today that, let me get the right name here, the risk
12 adder, is that what we're calling it, the 10 percent
13 gross-up or the up to 10 percent gross-up that that can
14 vary presumably at the company's complete discretion,
15 whether that's over time, whether that's by customer,
16 whether that is both. That gives us an inability to go
17 back and check things. What we would need not only to
18 review the appropriateness of bills charged but also to
19 evaluate the effectiveness of the program and any impact
20 it has on increasing usage, particularly usage at times
21 of high energy costs and capacity demand is we would
22 need hourly usage. In this case we've been unable to
23 obtain hourly usage of, for example, the individual
24 customers who are on the TOU study and that was due to
25 the way the company maintains the data and the way they

1 were able to make that available to the staff was going
2 to involve a tremendous amount of storage and computer
3 processing that far exceeds staff's ability to use. And
4 probably the most significant issue is this weather
5 normalization process.

6 Weather normalization is commonly done on a
7 class or subclass level. It functions as well as it can
8 on that. The issue is applying those class average
9 responses to individual customers is just not reasonable
10 and so we would have to take the company's word for how
11 they weather normalize both the historic usage and the
12 present period usage to come up with these amounts. And
13 even if we could access, you know, the 4,000, I'm sorry,
14 40,000 customers' individual usage as would be necessary
15 to individually weather normalize them, I don't think
16 there's any reason to expect that using that class level
17 response and applying it to individual customers would
18 be reasonable for any -- whether done as part of an
19 audit or as a part of the bill calculation.

20 **Q. You covered a lot of ground there.**

21 A. I apologize. I get into this stuff.

22 **Q. You were here earlier when Mr. Lutz took the**
23 **stand, correct?**

24 A. Yes.

25 **Q. You heard Mr. Lutz provide his explanation of**

1 **how he thought an audit could be performed, correct?**

2 A. I did.

3 **Q. Would you agree that Mr. Lutz's proposed**
4 **method of auditing would resolve staff's concerns?**

5 A. It wouldn't. You know, it's good to have in
6 the record what the company says they would do because
7 it's certainly not in the tariff and it's certainly not
8 in their prefiled tariff, but, you know, we get, we
9 being staff, not my department in particular, you know,
10 on a practically daily basis customers call and ask
11 about their bills. As part of that it's pretty routine
12 for someone within staff, depends on what type of
13 complaint what department it is to request monthly
14 billing and look it up. I don't think it's reasonable
15 to think that as a part of that audit process we would
16 be able to replicate the company's weather normalization
17 of the initial offer much less of the current period to
18 determine if the customer was appropriately billed or I
19 guess to Mr. Lutz's point if that was appropriately
20 reflected in a future rate case.

21 **Q. I want to move on to talk about the FAC. Were**
22 **you here earlier today when I was trying to discuss the**
23 **FAC with Mr. Hledik?**

24 A. Yes.

25 **Q. Really hoping I'm pronouncing that correctly.**

1 This concerns me. As I understand it, and tell me if
2 I'm correct, when the subscription pricing rate is set,
3 the company will include all of the current existing
4 riders like the FAC, the RES RAM, the MIEAA that are
5 volumetric in nature as part of the rate, correct?

6 A. It is my understanding the company will take
7 that rate that is in effect at the time that the offer
8 is made to the customer and multiply it by the
9 normalized -- weather normalized usage of that customer
10 for the prior 12 months grossed up by 5 percent and then
11 apply that rate and then gross that resulting dollar
12 amount up by up to 10 percent.

13 Q. So if the FAC is increased after the customer
14 gets on the subscription right, the subscription rate
15 isn't subsequently changed to reflect the FAC increase?

16 A. I don't believe it would be subject to change
17 during that 12-month period. I do believe that
18 customer's usage would, of course, flow into the FAC and
19 any increased consumption they would have or change at
20 the time of consumption they would have would impact
21 current customers in that subsequent FAR adjustment.

22 Q. So this is the point I wanted to make, I need
23 to get this very clear, a customer on a subscription
24 rate will not pay any part of a change in the FAC after
25 their rate is set over the 12-month period that their

1 **rate is in effect?**

2 A. Yes. That customer would be insulated from
3 the FAC rider changes, the MIEAA rider changes, the RES
4 RAM rider changes and if a securitization charge is
5 imposed or trued up during that time, they would be
6 exempted from applicability of the securitization charge
7 as well.

8 Q. So on that last point, I want to make sure
9 that's clear, if a customer gets on the subscription
10 rate and there isn't a securitization charge but a
11 securitization charge is added to general rates after
12 they get on the subscription rate, that customer won't
13 be paying the securitization charge?

14 A. That customer would be bypassing the
15 securitization charge and they would also be bypassing
16 changes in the future under that securitization charge.

17 Q. You had mentioned the risk premium earlier
18 which I was going to get into. So this was another
19 question that I had posed to Mr. Hledik. Is it your
20 understanding -- no, I'll phrase that as a yes or no
21 question. Am I correct that the risk premium adder can
22 be changed in between rate cases?

23 A. That is my understanding of Mr. Hledik's
24 testimony, and from what I understood of his testimony
25 effectively any amount below 10 percent would be an

1 untariffed surcharge or adder in violation of the filed
2 tariff doctrine.

3 **Q. Have you reviewed the tariff itself?**

4 A. I have.

5 **Q. Is there anything that guarantees that the**
6 **risk premium adder is consistent for all customers in**
7 **the tariff?**

8 A. There is not. And whether that's over time or
9 whether that is, you know, if the company decides that
10 the risk premium is 5 percent, number one, I don't know
11 where that amount would be published. Number two, I
12 don't know if that 5 percent applies to all customers or
13 to some subset of customers, let's say the company
14 decides that some customers have a 5 percent risk
15 premium, some customers have a 7-1/2 percent. I don't
16 believe there's anything in the tariff to constrain that
17 and I don't believe there's anything in the tariff or
18 the proposed treatment to notify customers as that
19 changes over time so that you could have a very
20 discriminatory situation where two customers with
21 identical prior usage on this program are receiving
22 effectively different untariffed rates due to the
23 company's discretionary imposition of these charges and
24 adders.

25 **Q. During the openings, counsel for Evergy drew a**

1 comparison to events that had played out in a telephone
2 case. Were you present for that?

3 A. I was. I found that a very strange comparison
4 given the differences between telephone. Telephone
5 pricing based on my somewhat limited experience is more
6 akin especially for a local distribution -- I'm sorry.
7 Let me remember now. We've got the local exchange. I
8 forget what the C stands for but the LECS. The
9 telephone situation is much more analogous to the
10 straight fixed variable pricing that used to be common
11 under gas. If they want to make a tie to straight fix
12 variable for the non-gas portion of a customer's bill,
13 that seems much more reasonable than trying to shoehorn
14 energy pricing, electricity pricing that has a strong
15 time based component, seasonal component, and a capacity
16 component to telephone seemed highly inapplicable.

17 Q. Well, you preempted my next question.

18 A. Sorry.

19 Q. That's fine. One last thing. To your
20 knowledge, in the telephone case that was being
21 described, had the telephone company made hundreds of
22 millions of dollars in plant investment designed with
23 the idea of moving towards something resembling its time
24 of use rate?

25 MR. FISCHER: Objection. I think that calls

1 for speculation.

2 MR. CLIZER: I'm asking if she knows. If she
3 doesn't know, then she doesn't know.

4 JUDGE HATCHER: Would you repeat the question.

5 MR. CLIZER: I can try.

6 BY MR. CLIZER:

7 Q. To your understanding, in the telephone case
8 that was discussed, had the telephone company made
9 hundreds of millions of dollars in plant investment with
10 the design of moving something similar to time of use
11 rates?

12 JUDGE HATCHER: I'm going to allow it.

13 THE WITNESS: In my experience, there is no
14 metering associated with telephone. There's no at home
15 device that monitors the time at which a customer used
16 or does not use the telephone. So I don't think that
17 that could have occurred at that time.

18 BY MR. CLIZER:

19 Q. Now, much earlier you had already sort of
20 preempted one of my questions regarding weather
21 normalization. I want to get this tied down. Is it
22 your understanding that the weather normalization being
23 proposed here is on a class-wide basis and not on an
24 individual customer basis?

25 A. My understanding is they'll be using a class

1 weather normalization factor which is typically
2 developed about 45 days after the close of the billing
3 period and applying that at some point to that
4 customer's usage for prior experience period and that's
5 not how it works. That class value, you can't develop
6 an individual customer weather normalization value that
7 I'm aware of. So using that class value and applying it
8 to individual customers is going to give you
9 non-reliable results for purposes of establishing what a
10 customer's usage is to bill them. Things that we can do
11 on an average normalized basis for ratemaking are very
12 different than things that are reasonable to do to
13 individual customer bills and to establishing a level at
14 which to bill that customer going forward.

15 **Q. The company has proposed that this**
16 **subscription pricing promotes energy efficiency by**
17 **allowing the program to be coupled with other energy**
18 **efficiency programs. I am correct -- It is correct that**
19 **Eergy is currently already offering smart thermostats**
20 **without needing to tie it to a subscription pricing?**

21 A. I believe that's a component of their MIEAA.

22 **Q. It's also true that the company is currently**
23 **offering a clean energy charge?**

24 A. My understanding is that there is a tariff but
25 they have not yet billed to facility. If there's

1 further detail on that point, I would defer to either
2 Claire Eubanks or Cedric Cunigan.

3 Q. One last thing. I attempted this exercise to
4 a certain degree with Mr. Hledik. I'm going to attempt
5 it again because I think it's important that we look at
6 the math here. If we were to assume that a customer
7 under subscription pricing has an average monthly bill
8 of \$100. That's our assumption to start with.

9 A. Okay. Is this including a \$12.42 customer
10 charge? Can I get that clarification?

11 Q. No, I was originally only referring to the
12 amount that would be calculated by taking their average
13 weather normalized usage, multiplying it by the rate and
14 riders in effect and dividing it by 12 which is my
15 understanding of how the math works.

16 A. I don't believe that that captures everything
17 that would be subject to the risk adjustment. I believe
18 that you would need to increase that amount by the
19 customer charge as the customer charge would be grossed
20 up by approximately up to I believe it would be \$1.24 or
21 thereabouts under the risk adjustment.

22 Q. Right. You've thrown me for a loop. I'm
23 going to admit it. I'm going to ask you notwithstanding
24 the customer charge. Let's factor the customer charge
25 in then to keep things rolling along. So we have our

1 base. We then add in the behavioral risk adder, right,
2 that's 5 percent?

3 A. I think the order of operations matters here.
4 Let me verify. The behavioral usage adder is going to
5 take that kWh and gross it up by 5 percent.

6 Q. And we're going to also add in the risk
7 premium adder and from our conversation with Mr. Hledik
8 earlier I'm going to say 5 percent again.

9 A. That's where I found myself disagreeing with
10 how you proceeded with Mr. Hledik. I think that you
11 have to add all of your adders and then you increase it
12 by that up to 10 percent. So that's how your customer
13 charge becomes \$1.20 higher. That's how your \$2.50
14 charge becomes a \$2.75 charge. I think that the times
15 10 percent occurs after the smart thermostat is added
16 on, after the clean energy is added on. I think that
17 all of those amounts get increased by the up to 10
18 percent.

19 MR. CLIZER: I can clearly tell that I am not
20 going to do well if I continue down this train of
21 thought. So you know what, I'm going to leave off any
22 more math questions to someone more qualified than I. I
23 have no further questions. Thank you.

24 JUDGE HATCHER: Any questions from Renew
25 Missouri?

1 MS. GREENWALD: No questions, Your Honor.

2 Thank you.

3 JUDGE HATCHER: Thank you. And Everyg.

4 MR. FISCHER: Just briefly, Judge.

5 CROSS-EXAMINATION

6 BY MR. FISCHER:

7 Q. Ms. Lange, I think I read in your testimony
8 that your title is an economist for tariff in rate
9 design department, is that right, or roughly that?

10 A. I think my -- we had a reclassification a
11 number of years ago. I think I may now be known as an
12 economist as opposed to a regulatory economist. I
13 apologize if I misstated that.

14 Q. That's not really important to me. You're an
15 economist rather than an accountant, correct, or you're
16 a lawyer anyway?

17 A. I am not a CPA, if that is your question.

18 Q. You're not a regulatory auditor like some of
19 the folks on staff, right?

20 A. That's not my title, correct.

21 Q. Okay. Is it a regulatory auditor listed on
22 the list of witnesses for this particular issue?

23 A. For this particular issue due to the 14
24 program requests made by the company in this case and
25 the nature of the current staff workload, decisions had

1 to be made about economies of assignments.

2 **Q. I understand. But the answer is no, right?**

3 A. I don't believe an auditor filed testimony on
4 this issue.

5 **Q. Okay. I reviewed your testimony on this topic**
6 **in your rebuttal. I started at page 3. Is that where**
7 **you discuss this issue?**

8 A. I don't have it in front of me, but that
9 sounds about right.

10 MS. MERS: Did you say her direct?

11 MR. FISCHER: No, her rebuttal.

12 BY MR. FISCHER:

13 **Q. Did you address this in direct?**

14 A. I did not directly address this in direct as
15 it was a request by the company. As this has
16 progressed, some of my direct testimony has become
17 relevant to this issue particularly noting that
18 everything good the company professes could be done by
19 this could be better done by another program. I think I
20 can give you a cite.

21 **Q. That wasn't my question at all. I thought I**
22 **was trying to get to where you discussed this issue. I**
23 **think it's on page 3 of your rebuttal.**

24 MS. MERS: I apologize for inadvertently
25 causing any confusion by misstating direct, but I had

1 asked for rebuttal when I asked if I could approach
2 because I do have a copy of that testimony for Ms.
3 Lange. I apologize for the interruption.

4 JUDGE HATCHER: Please go ahead.

5 THE WITNESS: I appreciate it. We try to not
6 print when we don't absolutely have to.

7 MR. FISCHER: I totally understand. The
8 record is very large in this case.

9 MS. MERS: Thank you.

10 THE WITNESS: Yes.

11 BY MR. FISCHER:

12 Q. There on page 3 you describe the program and I
13 believe you talk about concerns. Where in that prefiled
14 testimony do you raise concerns about the ability of
15 staff to audit the pilot program?

16 A. Well, I state that it's unreasonable and the
17 Commission imprimatur should not be placed on it.

18 Q. I saw that, but where did you say --

19 A. I'm sorry. You interrupted me there,
20 Mr. Fischer.

21 Q. I apologize. I'm sorry.

22 A. And I continue that the approach Mr. Lutz
23 described creates a below the line revenue stream. If
24 the program is adopted, revenues from the program should
25 be recognized in future rate cases but future shortfalls

1 should be absorbed by Evergy. I go on to say that that
2 proposed treatment is not symmetrical. Necessarily if
3 we're dealing with this in a future case, we'll have to
4 know what those streams on both on the foregone revenue
5 in terms of rates not charged and the revenues collected
6 through this program.

7 **Q. Okay. I see that. Where in that prefiled**
8 **testimony do you raise concerns about the ability of**
9 **staff to audit it?**

10 A. Well, that would be the part where I say it's
11 inherently unreasonable and it creates mismatched
12 revenue streams.

13 **Q. Okay. That's where that is. Where do you**
14 **mention any concerns about hourly usage?**

15 A. That would be where I state that it is
16 inherently unreasonable and we do not recommend it as
17 promulgated, that it's a bad idea with a bad design for
18 no real end goal. I'm happy to discuss those further if
19 you'd like.

20 **Q. No, that's all right. My question was just**
21 **where did you discuss it. I also found it curious did I**
22 **understand you to say that back in the telephone example**
23 **there's no metering of telephone usage?**

24 A. No, no, I'm sorry. I stated at home that
25 there's not a telephone meter is my recollection.

1 **Q. But the central office does clearly meter**
2 **telephone usage, right?**

3 A. And that would not be a site situated
4 investment comparable to AMI metering.

5 **Q. That's your main distinction then?**

6 A. That was the distinction asked in the
7 question.

8 **Q. Local measured service certainly was a metered**
9 **charge, right?**

10 A. I don't think that was the question I was
11 posed by Mr. Clizer. If you'd like to ask a different
12 question.

13 **Q. I'm asking you that. Is local measured**
14 **service, back in those days was it metered by the**
15 **telephone company?**

16 A. Are you asking if there was a meter in place
17 on residences?

18 **Q. No, I'm asking whether they kept track of the**
19 **minutes of use, time of use.**

20 A. I believe so in most cases if not all.

21 **Q. And they also in the case of long distance**
22 **kept track of the geographic area where it went to. So**
23 **it was a distance sensitive rate, right?**

24 A. I'm sorry. Are you testifying on this matter
25 at this point?

1 **Q. I'm asking you what your recollection was.**

2 A. My recollection was related to the
3 applicability of a metering system comparable to AMI for
4 telephone customers.

5 **Q. Do you happen to know -- You were testifying**
6 **about that case. Do you happen to know whether the**
7 **staff opposed mandatory local measured service?**

8 A. I don't believe I was testifying about that
9 case. I believe I testified about whether or not there
10 were AMI comparable equipment associated with telephone
11 service.

12 **Q. Do you know whether the staff opposed the use**
13 **of mandatory local service?**

14 A. I don't.

15 MR. FISCHER: Okay. That's all I have. I'm
16 sorry. I do have one other question.

17 May I approach the witness, Judge?

18 JUDGE HATCHER: Yes.

19 BY MR. FISCHER:

20 **Q. Ms. Lange, I'm going to ask you to just read**
21 **the paragraph in our proposed tariff that defines**
22 **subscription pricing offer. Would you do that for me?**

23 A. I have it right here.

24 **Q. Oh, do you? Okay.**

25 A. Sorry. You're asking me to read the

1 definition that is in your proposed tariff?

2 Q. I'm looking at original sheet 5E. Is that the
3 one you're looking at?

4 A. I do. I have Metro version.

5 Q. Okay. Yeah, down at the bottom of the page it
6 has a subscription pricing offer. Could you read that
7 into the record for me?

8 A. A fixed monthly bill amount offered for
9 service. This amount is determined based on expected
10 usage adjusted for weather, behavioral change adder,
11 program cost adder, risk premium, riders, taxes and
12 customer charge. The subscription pricing offers will
13 be updated annually based on then current conditions and
14 costs. The subscription price offer will include
15 pricing for a smart thermostat and clean energy add-ons
16 if opted by the customer.

17 MR. FISCHER: Thank you very much. That's all
18 I have, Judge.

19 JUDGE HATCHER: Thank you. That will take us
20 to Commissioner questions. Are there any Commissioner
21 questions for Ms. Lange?

22 COMMISSIONER HOLSMAN: No questions, Judge.

23 JUDGE HATCHER: Thank you, Commissioner.
24 Hearing none, the bench does have one.

25 QUESTIONS

1 BY JUDGE HATCHER:

2 Q. And this is the question that was punted to
3 you by your colleague Ms. King. Does the Commission
4 maintain the ability to review or adjust any revenue or
5 expense posted below the line associated with this
6 filing?

7 A. My answer is that is a good question. I think
8 that what has been carefully stated in Mr. Lutz's
9 testimony today indicated that this revenue stream is
10 held below the line for purposes of this case as this
11 pilot. I think that inferring from Mr. Lutz's testimony
12 and Mr. Hledik's testimony in certain areas indicates
13 that there is an interest that this will not maintain
14 pilot status going forward and at that time Mr. Hledik
15 testifies, let me get the language correct here, that he
16 states that when subscription pricing is available to
17 all customers and participation has reached its
18 anticipated steady state level, program cost adders
19 intended to fully recover subscription pricing program
20 costs. At that point nonparticipants will not bear
21 subscription pricing program costs. In the pilot phase
22 only a moderate program of program administration costs
23 may be socialized across the residential class as
24 referred to by Ms. Winslow. I think that where it gets
25 iffy is we are in this case acting as though this below

1 the line treatment will continue going forward and the
2 answer to that question is I don't know. In the past
3 when we've inquired about areas for which recovery is
4 not sought, we have been told no, that that information
5 is not available. I think the more realistic case is
6 that we will have a future rate case in which this
7 recovery is requested from nonparticipants. So even
8 though in this tariff here and in this -- well, I should
9 say in this testimony. There's nothing in the tariff
10 off the top of my head that indemnifies nonparticipants,
11 but I think that we have gotten clear signals from the
12 company that going forward it's expected that
13 nonparticipants will subsidize this program. That said,
14 and I know this is a convoluted response, you know, I
15 think that in the past when we've inquired about this
16 sort of -- well, there has been no this sort. In the
17 past when we've inquired about below the line revenues
18 and below the line activities, it is pretty common that
19 that DR does not get responded to.

20 **Q. I'm uncomfortable with that generalization.**

21 A. Okay.

22 **Q. I'm more interested in this example did Evergy**
23 **not respond or?**

24 A. Well, so there has been no data to request so
25 far. So that's where I was getting at. On prior

1 experience we haven't gotten information readily about
2 below the line activities. Again, in this case, even if
3 we do get information, if we're talking about the usage
4 data to 20,000 to 40,000 customers and a normalization
5 procedure and redoing that procedure for a historic
6 period of who knows how many months and years it is
7 likely that we will be unable to attempt to replicate
8 that procedure.

9 JUDGE HATCHER: Okay. Thank you. That will
10 take us to recross-examination.

11 MR. CLIZER: No questions. Thank you, Your
12 Honor.

13 JUDGE HATCHER: Renew Missouri.

14 MS. GREENWALD: No questions. Thank you.

15 JUDGE HATCHER: And Everygy.

16 MR. FISCHER: No, thank you, Judge.

17 JUDGE HATCHER: And redirect.

18 MS. MERS: Good afternoon, Ms. Lange.

19 THE WITNESS: Good afternoon.

20 REDIRECT EXAMINATION

21 BY MS. MERS:

22 Q. You were asked some questions by OPC and you
23 also got at this a bit in your answer to the bench's
24 question. But why would it be difficult for staff to
25 audit this type of program?

1 A. So the missing pieces are those pieces that
2 are subject to the company discretion. So if there are
3 individual customer specific risk premiums, that's going
4 to be a volume of information that's just going to be
5 hard to handle. There will be customers who enter the
6 program and leave the program that that \$50 fee for
7 departure and that the true-up payment, you know, all
8 the discussion of there is no true-up, it's right there
9 in the term of the contract that there is the potential
10 for, I'm trying to make sure what they call it, the
11 reconciliation fee. So how to calculate that
12 reconciliation fee is something that I think we will all
13 struggle with. The company has indicated in data
14 request responses that they'll decide when or when not
15 to charge that \$50 fee, as well as I think the
16 reconciliation fee.

17 The biggest issue really is this weather
18 normalization problem. So if we could have the usage
19 for the up to 40,000 customers in a useable format,
20 which in this case we were unable to acquire for the TOU
21 customers in useable format, and their cohort in useable
22 format, weather normalization is a class average
23 response to weather or a subclass level. So if you have
24 a storm and half the customers stay home, half go about
25 life as usual, class weather normalization will indicate

1 half of the appropriate adjustment to customers who
2 stayed home and impose an inappropriate adjustment on
3 customers who proceeded as usual. So we're going to
4 have to step through all of that.

5 So the question is, did the company accurately
6 weather normalize according to their procedures which
7 are not set out in any tariff or any governing document,
8 but it will also be did they appropriately weather
9 normalize as best as you can individual customer and
10 that's tough. That's something from time to time that
11 occurs for purposes of revenue normalization and billing
12 determinate normalization looking forward but
13 ineffectively this is looking backward and asking what
14 would this customer, this particular customer, what
15 would they have used if the weather were different and
16 that's a bridge that I'm not aware we've ever attempted
17 to cross.

18 **Q. I apologize. I should have probably started**
19 **with this question, but we've been using the term audit**
20 **and you did receive some questions by counsel for Evergy**
21 **about your qualifications.**

22 **In terms of a staff audit, is it just**
23 **reviewing ledgers or do people who are not accountants**
24 **primarily handle things such as revenue?**

25 **A. Yes. So I am in the tariff and rate design**

1 department under the management of Mr. Luebbert and our
2 department is primarily responsible for the development
3 of revenues and normalized revenues in a rate case.
4 That would fall under this view of trying to calculate
5 the normalized revenues for this program, as well as,
6 you know, we're calling it a pilot but I'm not aware of
7 any learning objectives or sort of detailed criteria the
8 Commission has typically required for pilots, but those
9 pilot reviews are typically done by the tariff rate
10 design department or the engineering analysis department
11 or, oh gosh, the resource adequacy and something
12 department. I apologize. I've gotten our names turned
13 around. Yes, typically those prudence type -- well, you
14 can't even call it a prudence review in this case, but
15 typically those reviews, those whether or not objectives
16 have been fulfilled, those are typically reviewed by
17 people who do not have the title of auditor.

18 **Q. To your knowledge even for actual accountants**
19 **and auditors when they do their portion of a rate case,**
20 **and I believe this is true for anybody performing that**
21 **type of work, it's usually touched by somebody who's not**
22 **an auditor or accountant to weather normalize. Is that**
23 **your understanding? Would you agree with that?**

24 **A.** So the weather normalization process is also
25 typically performed by J Luebbert's department which is

1 the tariff rate design department.

2 Q. And back to the kind of difficulties we would
3 have with a review if we want to try to avoid the term
4 audit. Would it be possible at this time to even know
5 what information we'd be lacking?

6 A. No. I mean, what we heard today from Ms.
7 Winslow was completely contraindicated by her direct
8 testimony in terms of the willingness to put amounts on
9 bills. Now, I think that given the time lapse that's
10 necessary to come up with a class level weather
11 normalization factor, that's typically in the range of
12 45 to 60 days past the close of the billing cycle. I
13 don't see how it would be possible to put the customer's
14 current period weather normalized usage on a bill. If
15 there is, I'd have even more concerns about the weather
16 normalization process. But you know, this is such an
17 inadequate tariff with so many questions, you know,
18 expected monthly kWh usage it says will be adjusted for
19 vacancy. What does that mean? Will the company be
20 asking customers, you know, hey, did your kid have some
21 sleepovers last month? Hey, is your no good
22 brother-in-law back in town? You know, how does that
23 get established and how does that get adjusted. I can't
24 know what questions to ask for a program review when a
25 tariff is this poorly described and this broad in its

1 company's discretion. You know, it's impossible to
2 really guess how this will actually be executed by the
3 company in terms of what's literally in this tariff. I
4 mean, we've heard some testimony today and there's been
5 some prefiled testimony, but there's nothing binding the
6 company to treating it that way.

7 **Q. Even for the nondiscretionary items, the FAC,**
8 **the RES RAM that will be bundled in this, would it be**
9 **difficult for parties who are trying to review or the**
10 **Commission who is trying to look at this in future cases**
11 **to unwind those rate components?**

12 **A. No.** I mean, that's what's unique about this
13 proposal is you're effectively setting up 40,000
14 untariffed rates you need to each customer. So we're
15 going to have to get what their actual usage was for
16 each of those periods to calculate what those rider
17 charges were as they change over time. That's easier
18 for some. RES RAM is adjusted once a year. That's
19 harder for FAC. That's adjusted twice a year. And you
20 know, when you layer securitization in, then that's just
21 another rate element that's changing with the real
22 difficulty of going back. You know, we're not
23 calculating class average revenue at that point. We
24 have to go back because of this 5 percent deposit
25 through the I think Mr. Clizer called it a rebate, I

1 think of it as a deposit, to determine if that
2 behavioral usage adder was properly applied because we
3 can't determine whether or not that 5 percent went back
4 without determining what the underlying amount was, what
5 the actual amount was, and then what the difference
6 between the two were that's due to the company's weather
7 normalization process.

8 **Q. So when you speak on weather normalization,**
9 **would there also be difficulty when it comes to extreme**
10 **abnormal weather impacts?**

11 A. Yeah. I mean, it is assuming a class average
12 response imputed to each individual customer and that's
13 just not reasonable to do. You know, and I think it's
14 interesting that the consultant Mr. Hledik kept
15 referring to this EV charging, you know, because that's
16 not weather dependent. That's a dedicated charge for a
17 time based EV consumption. I can't imagine anything
18 more different from time based EV charges to Missouri
19 weather, which I'm glad I'm not typically looking at
20 weather normalization processes because boy, have we got
21 an interesting state.

22 **Q. I guess to put a fine point on why we're**
23 **concerned about the audit in review, does this impact**
24 **both participants and nonparticipants?**

25 A. So because of the way the Missouri FAC

1 operates, if customers in this program use more energy,
2 that additional energy cost goes into the FAC. While
3 there's been a lot of talk about how this can be bundled
4 with MIEAA programs, I think Mr. Hledik testified kind
5 of the anti MIEAA position. In his surrebuttal he
6 states if usage does increase, proportionately higher
7 usage during non-peak hours could result in a rate
8 decrease for all customers due to Evergy's capital cost
9 being spread over proportionately larger sales base. So
10 that's the exact opposite of the theory behind pushing
11 MIEAA and particularly the earnings opportunity. So how
12 this plays through the FAC, how this insulates customers
13 from the MIEAA rider charge, you know, if you think
14 about it from what I understand, and again this isn't
15 spelled out in the tariff, but if customers purchase
16 this smart thermostat through the tariff, presumably
17 they're going to be causing there to be an increase in
18 the MIEAA throughput disincentive that the company gets
19 to retain for selling less energy even though the
20 customer may well be using more energy. That's a
21 complete disconnect.

22 **Q. You were asked by counsel for Evergy about**
23 **your rebuttal testimony and where in which staff**
24 **concerns were listed in that. Do you recall those**
25 **questions?**

1 A. I do.

2 Q. Did parties file surrebuttal on this issue in
3 this case?

4 A. Mr. Hledik did.

5 Q. Would today be your only proper opportunity to
6 respond to that testimony and address your concerns?

7 A. That I am aware of, yes, and Mr. Hledik
8 certainly raised additional concerns in his -- or gave
9 cause for staff to have additional concerns in his
10 surrebuttal.

11 Q. You were also asked by Mr. Fischer about the
12 telephone service and electric service. Do you recall
13 that line of questioning?

14 A. I do.

15 Q. To your knowledge, did telephone companies
16 have a MIEAA?

17 A. I'm not aware of anything replicating MIEAA.
18 Again, this would be just part of the inapplicability of
19 the example telephone companies didn't have production
20 facilities and didn't participate in integrated energy
21 markets that are anything akin to today's RTOs.

22 Q. So telephone companies didn't have to purchase
23 minutes from other telephone companies if usage was
24 high?

25 A. You are going beyond my recollection of '80s

1 and '90s telephone regulation.

2 MS. MERS: Okay. I will stop there then.

3 That is all I have. Thank you all.

4 JUDGE HATCHER: Thank you, Ms. Lange. You are
5 excused.

6 (Witness excused.)

7 JUDGE HATCHER: We are going to take a break
8 here. Before we do, I just want to ring out do we have
9 two remaining witnesses? Are they both OPC's? Renew
10 Missouri's attorney is on the line. Is Witness Fracica
11 still scheduled for today? I might be mispronouncing
12 the name.

13 MS. GREENWALD: Fracica is correct actually,
14 yes. Mr. Fracica's testimony was just related to some
15 of the pilot programs that are being resolved. So he
16 will not be testifying today.

17 JUDGE HATCHER: Understood. Thank you. We
18 will come back with our final two, two witnesses at
19 3:30. That is 16 minutes away. 3:30. We are in recess
20 and off the record.

21 (Recess from 3:14 p.m. to 3:30 p.m.)

22 JUDGE HATCHER: Okay. Our recess having
23 expired, let's go back on the record. Dr. Marke, you
24 were already sworn in. That's still applicable. Please
25 have a seat. And Mr. Clizer.

1 DR. GEOFF MARKE,
2 having been previously sworn, was examined and testified
3 as follows:

4 MR. CLIZER: Dr. Marke's testimony has already
5 been offered and accepted. I therefore tender the
6 witness for cross-examination.

7 JUDGE HATCHER: Everyone has heard Mr. Clizer.
8 That will go first to Ms. Mers for cross-examination.

9 MS. MERS: Good afternoon, Dr. Marke.

10 THE WITNESS: Good afternoon.

11 CROSS-EXAMINATION

12 BY MS. MERS:

13 Q. Are you familiar with the direct testimony of
14 Everyg witness Ryan Hledik?

15 A. I am.

16 Q. Are you familiar with his statements regarding
17 the messaging Everyg suggests to use with customers?

18 A. Not off the top of my head. If you've got a
19 copy of that. Unfortunately I don't have Mr. Hledik's
20 testimony in front of me.

21 MR. CLIZER: Which version?

22 MS. MERS: I have been going off of the --

23 MR. CLIZER: Direct?

24 MS. MERS: Yes, direct in the Metro case. We
25 can probably I guess maybe --

1 MR. CLIZER: Permission to approach. This is
2 direct of Metro.

3 BY MS. MERS:

4 Q. I've lost my copy of it. I believe it was on
5 page 6.

6 A. I'm there.

7 Q. There was statements for 130 -- okay. I
8 apologize guys. If you give me a second to regroup.

9 Actually page 3 to 4. The comparison behind
10 this program has been the subscription based programs
11 and it is -- he states that it offers, then if you go to
12 page 4 on line 3, a simple no risk financial incentive
13 that rewards customers for limiting their energy usage
14 when enrolled in the offering. Do you believe from what
15 you've seen in this case that the messaging behind that
16 actually encourages energy efficiency?

17 A. No, absolutely not.

18 Q. Do you believe it would -- this program and
19 the messaging behind it contradicts MIEAA and the
20 company's efforts in the energy efficiency space?

21 A. My rebuttal testimony spoke about buffet style
22 pricing. That's probably the best way I'd look at it.
23 So when we price electricity, think about how from an
24 economist you really want to get that pricing down
25 correctly, that price signal that you're trying to send

1 to customers.

2 If you go to a restaurant and a waiter was
3 standing over you and charging you for every bite you
4 took, your behavior would be such where you'd be very
5 conscious of every bite you took and pretty soon it
6 would be an unenjoyable experience and I would render to
7 say you probably wouldn't have -- your caloric intake
8 would be less than it otherwise would be.

9 Now, if I go to a buffet, I'm paying a flat
10 fee, and I'm eating as much as I want, as much as I can.
11 In fact, I want to get my money's worth out of it. When
12 Ms. Lange talks the antithesis of MIEAA, we spent
13 hundreds of millions of dollars. You throw in the AMI
14 technology, you're talking close to a billion dollars
15 over the past decade in MIEAA related programs, in
16 meters, in software. All that stuff is idle effectively
17 right now in terms of pricing. All of that is sunk
18 costs that the company is earning something off of but
19 it's not going towards reduced bills, that collective
20 good for all ratepayers which is what it's designed to
21 be. That's how it was sold to us. That's how -- I
22 personally work, you know, a considerable amount of
23 hours on MIEAA programs and MIEAA related programs.
24 This would undermine it, because buffet style, again,
25 think of it as a customer going -- the customer in this

1 case like going on a diet. It's for their own good
2 being healthy. If you're just going to buffet style
3 pricing, they're going to consume more. Again, that
4 just undermines any of the savings that was taking place
5 at that individual MIEAA level.

6 **Q. Do you believe that the messaging or the**
7 **tariff also admits key details that could increase costs**
8 **to participants?**

9 A. There's been a lot of discussion about the
10 various different charges and the fees and how that
11 would actually work and I know Mr. Hledik talks about
12 simple, transparent, and predictable. Those were three
13 words I would not use to characterize how this case has
14 been evolving at least today. I think there's
15 disagreement, you know, amongst all three parties as to
16 exactly what customers are going to be charged in a
17 given year. As an untariffed rate, we're talking 40,000
18 customers that need to be weather normalized, that need
19 to be factored in with all of the additional surcharges
20 that are on there.

21 Staff gets calls. We get calls. We get lots
22 of calls from customers that don't understand their
23 bills or are struggling or any number of odd things. I
24 would struggle in the role that I'm in today trying to
25 explain to them exactly why they got paid -- or were

1 having to be charged what they're being charged given at
2 least the information that's been presented to me today.

3 Q. Are you also familiar with his testimony, and
4 I believe it was also mentioned today at the hearing and
5 even in the opening statements, the map of the other
6 states and the similar programs to this around the
7 nation?

8 A. Yeah. I'm looking at it now on page 7 of his
9 testimony. That's the same map.

10 Q. Yes. Are you aware of any trends or contexts
11 that would make this program inappropriate for the state
12 at this time?

13 A. Well, I mean, let's look at that map. What
14 you see is a concentration largely southeast states.
15 You'd have a handful of Duke Energy related states. I
16 think Mr. Hledik characterized it as two buckets.
17 There's a legacy bucket and then there's an adder
18 bucket. Legacy bucket is largely your southeast
19 utilities right there, your Georgia Power, your Alabama
20 Power. These are large coal-generated, large nuclear,
21 large huge capital investment intensive utilities that
22 are not winning any Triple E awards, I'll tell you that,
23 in terms of energy efficiency or push for that.

24 If you look at trends across the United
25 States, you'll note that there is no western states that

1 are utilizing this. There's no eastern states that are
2 utilizing this. I would venture to say, and I know his
3 testimony doesn't go into any detail about this, but the
4 example that he did give, Xcel Energy, which I would
5 consider is a fairly progressive utility, that example
6 is so far different than the one we're talking about
7 here. That example is really limited to just a meter
8 for EV cars. That's it. Not the EV on the home -- not
9 the meter on the home on your consumption but just the
10 EV cars. That's designed really just to have customers
11 use energy during non-peak periods. Again, not an issue
12 here. There's nothing temporal about what we're doing.
13 All of the headache that we dealt with with Storm Uri,
14 all the headache that we're dealing with with fuel
15 costs. Any time you get, you know, any news that you
16 get in the media that talks about the importance of, you
17 know, the increase in the energy costs that we're
18 attributing to it is really a byproduct of that temporal
19 period, what's that cost of energy during that peak
20 period. That's the impact. That's the impact that
21 we're talking about. And you're getting a muted price
22 signal. That's what's taking place with a fixed bill.

23 **Q. Are you familiar with Contessa King's**
24 **testimony in this case?**

25 **A. Yes.**

1 Q. And would you agree that her concerns about
2 COVID and other economic considerations would also
3 impact when you're looking at what states have adopted
4 this type of program and when?

5 A. Timing definitely matters. I mean, the legacy
6 programs that we're talking about have been in place for
7 decades I mean really that predate a lot of what we're
8 talking about here in terms of grid modernization, a
9 more carbon -- less intensive carbon environment. So
10 yeah, timing matters. I know -- I can't speak a whole
11 lot about Alliant or Indiana Michigan Power. But the
12 devil will be in the details. Again, none of these
13 tariff rates were in testimony. It's just what
14 Mr. Hledik described on the record earlier.

15 Q. Do you have a copy of Mr. Hledik's surrebuttal
16 with you?

17 A. I have a feeling my counsel has a copy.

18 Q. I can give it to you. If it's okay to
19 approach. At page 15 he makes a statement that this
20 program is justified by Evergy's cost structure. Do you
21 see that?

22 A. I do.

23 Q. Isn't it true that this program will not true
24 up or adjust a participant's bill for actual energy use
25 at the end of the 12-month period?

1 A. That's correct.

2 Q. So if a customer utilizes more energy than
3 assumed, thus causing more costs to be borne by Evergy,
4 it would cause more costs to be borne by Evergy all else
5 being equal, correct?

6 A. That's correct.

7 Q. And presumably going forward if it's not below
8 the line it would be all customers that would bear those
9 costs?

10 A. If it's not, yes.

11 Q. But that is not ever captured in that monthly
12 charge -- strike that. That is not calculated in the
13 monthly charge, correct?

14 A. That's correct.

15 Q. So this wouldn't be a cost-based rate,
16 correct?

17 A. That's correct.

18 Q. Would you agree it's a further step away from
19 cost-based rates?

20 A. Yes.

21 Q. And even further from time of use?

22 A. Yes.

23 Q. Has the Commission provided any guidance on
24 the appropriateness of cost-based rates?

25 A. The Commission has been, I believe, pretty

1 darn clear about wanting to move towards cost-based
2 rates as much as possible.

3 **Q. In terms of promoting energy efficiency, I**
4 **apologize, grid flexibility, does the --**

5 THE STENOGRAPHER: I'm sorry. Can you start
6 that again?

7 MS. MERS: Yes, I can. I apologize for that.

8 BY MS. MERS:

9 **Q. In terms of promoting energy efficiency and**
10 **grid flexibility, does the subscription model offer any**
11 **advantages over time of use rates?**

12 A. It offers an advantage to the participant. If
13 you're a participant, I can see the value in saying I
14 want a fixed fee and I'm just going to pay this dollar
15 amount and not have to worry about all the consequences
16 of my actions. The problem here is that, you know, if
17 the company is going to spend billions of dollars year
18 over year, those costs need to be recovered. And the
19 sunk investment that we've made in meters and software,
20 in MIEAA, all of that is an opportunity cost. Quite
21 frankly, if I could go back in time and say ten years
22 ago before we dropped a billion dollars on this stuff
23 and say hey, customers can only bear so much money
24 before they start having pitchforks in the street, we've
25 got a billion dollars here, can we spend it on meters so

1 we can price electricity cost of service and lower
2 collectively cost of fuel and rates, let's do it. But
3 if we're not going to use that stuff, think about what
4 else that billion dollars could have gone to. Could
5 have gone back into ratepayers' pockets, could have gone
6 towards putting on more renewables, could have gone
7 towards any number of things. The list is endless.
8 It's an opportunity cost. This is a sunk cost that
9 we're talking about at this point. We are so close at
10 this point to actually getting time of use rates, every
11 other utility has got it, that this would be missing
12 that mark right at that point where we should get a
13 return on our investment.

14 **Q. Were you here for Mr. Fischer's opening this**
15 **morning?**

16 A. I was.

17 **Q. Did you hear his statement that attempted to**
18 **tie the concerns presented I believe it was last Friday**
19 **regarding AMI meters with this program utilizing AMI**
20 **meter technology?**

21 A. Yes.

22 **Q. Does this program require AMI technology?**

23 A. No. It requires a meter. It requires a meter
24 just to tell you how much kWh you've consumed at the end
25 of the year. That's it.

1 Q. One of the other benefits that's been touted
2 is the smart thermostats. Does Evergy already offer
3 smart thermostats through other programs?

4 A. The smart thermostat is a program in their
5 Commission approved MIEAA.

6 Q. That means that they earn program costs, admin
7 costs, and earnings opportunity?

8 A. That's correct.

9 Q. Is Evergy proposing asymmetrical risk sharing
10 in this case? In other words, would all program costs
11 get charged to all customers aside from the only up to
12 2.50, \$2.50, I should make that clear, that could be
13 charged per month for the participants, but is it your
14 understanding that all of that would be charged, the
15 rest of that would be charged to all customers but all
16 potential benefits would go to shareholders?

17 A. That's my understanding. It is admittedly a
18 bit -- My natural inclination is to go ahead and think
19 about extremes in given situations. But if we operate
20 under the assumption that customers aren't going to
21 change their behavior rapidly one way or the other,
22 which I'm not sure is necessarily the right assumption,
23 the company has put forward that this would be designed
24 to reduce consumption. I just got through telling you
25 that I think it would have the same opposite effect if

1 you had a buffet style pricing. I think it would
2 increase consumption. If we operate under the
3 assumption that they're not going to deviate too much
4 one way or the other, then, yeah, it would effectively
5 be an opportunity for the utility to generate revenues
6 for itself.

7 Q. I think this is my last line of questioning.
8 But does Evergy also tout in the future that demand
9 response could be a potential benefit of this program?

10 A. They may have.

11 Q. To clarify, in conjunction if the smart meters
12 were offered. I apologize.

13 A. Smart thermostats?

14 Q. Yes. I apologize.

15 A. Those two really have nothing to do with each
16 other. They're really divorced from each other.

17 Q. Have stakeholders in other contexts expressed
18 concerns about how Evergy utilizes their existing demand
19 response programs?

20 A. We have been very vocal about it. I know
21 staff has too in multiple different MIEAA prudence
22 reviews.

23 MS. MERS: Thank you very much. I have
24 nothing further.

25 JUDGE HATCHER: Thank you. And Ms. Greenwald,

1 Renew Missouri.

2 MS. GREENWALD: No questions, Your Honor.

3 Thank you.

4 JUDGE HATCHER: Thank you. And the company.

5 MR. FISCHER: No, thank you, Judge.

6 JUDGE HATCHER: Thank you. That will take us
7 to Commissioner questions. Are there any Commissioner
8 questions for Dr. Marke? My apologies, Dr. Marke, I do.
9 I'm going to get you through the whole rigmarole all
10 again.

11 QUESTIONS

12 BY JUDGE HATCHER:

13 Q. This is again a reread question. Does the
14 Commission maintain the ability to review or adjust any
15 revenue or expense posted below the line associated with
16 this pilot, and I think I'm going to have to distinguish
17 between the pilot and the program given the testimony we
18 just had.

19 A. I mean, I think the Commission can order just
20 about anything. I'm probably not the best person at the
21 end of the day to answer that. I struggle to see how
22 exactly that would play out.

23 Q. So your testimony is the Commission would not
24 have that power but you're distinguishing it based on
25 having the information rather than the legal authority?

1 A. Right. I mean, I think the Commission can go
2 ahead and direct the company to do things or the
3 Commission can direct the company to disclose the dollar
4 amounts, you know, the overall impact I think from an
5 empirical standpoint. In terms of actually touching the
6 utility's profits, I'm not entirely sure.

7 JUDGE HATCHER: That was all the questions I
8 had. Hold on just a minute. As forewarned, we'll go
9 back to recross-examination. Ms. Mers.

10 MS. MERS: Just very, very briefly.

11 RE CROSS-EXAMINATION

12 BY MS. MERS:

13 Q. You were asked about the potential to look at
14 these and prudence reviews or whatever we would like to
15 term it in the future. Has it been your experience that
16 stand-alone prudence review cases are on a very
17 condensed timeline?

18 A. Yes, very.

19 Q. Has it been your experience that if the
20 Commission orders it to be reviewed in a rate case, that
21 just adds to the, as parties saw from the initial list
22 of issues filed, the amount of workload and topics that
23 need to be reviewed by parties?

24 A. There's no shortage of the complexity that
25 we're being asked to bear on a daily basis.

1 **Q. Does that make it difficult to do a thorough**
2 **review in either situation?**

3 A. Most definitely.

4 **Q. And is access to information something that**
5 **compounds that?**

6 A. It's an inherent problem, asymmetrical
7 information. You need to know the correct way to ask
8 questions. Often you have to phrase it many different
9 times to get the information that you actually want. It
10 is definitely challenging.

11 MS. MERS: Thank you. That was all I had.

12 JUDGE HATCHER: Thank you. That will take us
13 to Renew Missouri.

14 MS. GREENWALD: No questions. Thank you.

15 JUDGE HATCHER: Thank you. And to the
16 company.

17 MR. FISCHER: No, thank you, Judge.

18 JUDGE HATCHER: Thank you. That brings us to
19 redirect.

20 MR. CLIZER: Thank you, Your Honor. Good
21 afternoon, Dr. Marke.

22 THE WITNESS: Good afternoon.

23 REDIRECT EXAMINATION

24 BY MR. CLIZER:

25 **Q. Let's start with the question from the**

1 Commission. You were asked if it would be possible for
2 the Commission to order an adjustment below the line,
3 and I think that your answer had to do with the
4 availability of information. Do I have that correct?

5 A. That's accurate.

6 Q. In your opinion, to what extent could the
7 Commission order a tracking mechanism related to this
8 program and should they?

9 A. I don't think the Commission should. I don't
10 think the Commission should deviate at the zero hour
11 here from moving towards actually realizing benefits
12 from our AMI meters and pivoting off of years of MIEAA
13 and other investments and directives. I think it really
14 would need to categorically change how our office
15 operates and even staff if we're moving towards buffet
16 style pricing.

17 Q. You were asked a question from counsel for
18 staff about smart thermostats, whether or not they were
19 already being offered. Do you recall that?

20 A. I do.

21 Q. How is the smart thermostat program designed
22 to promote energy efficiency, just a bit of background?

23 A. So thermostats, traditional thermostats are
24 pretty straight forward, move back and forth, if you
25 want it colder or hotter. It takes a little while to --

1 it usually goes over the prescribed level that you set
2 it. It kicks back on after a certain period. Smart
3 thermostats are designed to go ahead and nudge you a
4 little bit lower, a little bit higher depending on the
5 season to induce energy savings. There's a second
6 component to that which is automatic direct control.
7 You might have heard like Colorado, Xcel Energy was in
8 the news last week because there was a big uproar about
9 the utility taking control of their thermostats and
10 changing -- controlling the thermostat degrees, you
11 know, one way or the other. That option exists for
12 Evergy, and that's the other element of a smart
13 thermostat.

14 **Q. To the extent that that program is currently**
15 **being offered, would it be more enticing to a customer**
16 **on what I'll term traditional rates or to a customer on**
17 **subscription rates?**

18 A. Traditional rates most definitely.

19 **Q. Why is that?**

20 A. Your payback period. Think of it this way.
21 Whether it's a thermostat or an HVAC or anything else,
22 it's really difficult, first of all, I can't stress this
23 enough. If I were to get an Energy Star HVAC in my
24 house, I know intuitively that okay, maybe not
25 intuitively, I know that, you know, if given my current

1 consumption over a long enough period, say, five, six,
2 seven years, it will pay for itself. Right? The
3 problem is I might have to drop \$25,000 to go ahead and
4 install that correctly and to get that up and running.
5 That's a lot of money for most families. That's a huge
6 investment. Most families will wait until that HVAC
7 actually fails before they actually put something in
8 operation.

9 If I go to subscription pricing to a fixed
10 price where I'm guaranteed that I'm going to get a
11 certain, whatever, it doesn't matter how much energy I
12 consume I'm going to pay this fixed fee, why would I go
13 ahead and get an Energy Star? Why would I drop the
14 additional ten grand or whatever to get the best model,
15 the most efficient model? I'm going to pay the exact
16 same dollar amount regardless.

17 Now, Mr. Hledik says that well, we would
18 rebase it a year from now. I tell you, a year from now
19 I'll probably just go ahead and drop off the rate. I'll
20 go on to something else, if I'm really that savvy about
21 this. But at a minimum I won't buy it, I won't purchase
22 that stuff.

23 So when we look at cost effective test under
24 MIEAA, when we look at -- one of the principles that we
25 look is what's that payback period, what's that payback

1 period for an investment, right, when my return on my
2 investment. And you're not seeing that with
3 subscription pricing.

4 It's the same fundamental argument we have,
5 and you're going to hear this tomorrow when we talk
6 about the customer charge, that the customer charge is
7 an automatic fixed fee that you're going to pay every
8 month. Well, if we just jack that customer charge up to
9 save 40 bucks or 50 bucks, which is not out of the realm
10 of issues or examples in the past, you're just
11 diminishing that variable component which means that
12 I've got less incentive to be more energy efficient.

13 So having some consistency, everything is
14 interdependent. So rate design, rate offerings are very
15 interdependent with these program offerings that we're
16 having simultaneously. The company is going to come up,
17 you know, a year from now or within the next year for
18 its next MIEAA application. I guarantee, I mean, if
19 this were an approved rate, if we were moving toward
20 subscription pricing, we would need to reevaluate how we
21 look at MIEAA and how that makes sense with supporting a
22 program where you're getting these muted price signals.
23 It would impact everything. So, yes, traditional rates.

24 **Q. You were asked a question from counsel for**
25 **staff about the energy efficiency and grid flexibility**

1 that's been suggested comes with subscription pricing
2 and whether that offered any advantages over time of use
3 rates. Do you recall that question?

4 A. I do.

5 Q. I believe in your response you mentioned how
6 close we are to time of use rates. Do you recall saying
7 that?

8 A. I did.

9 Q. Well, so in your opinion, are these two rates
10 in competition or why does that matter?

11 A. They are in competition. Let's say -- I don't
12 think you can have it both ways legitimately. Eight
13 plus years, 14 studies, two rounds of AMI hardware
14 investment and software investment. If we were -- if
15 the Commission were to approve time of use rates and
16 subscription pricing, effectively it would go back to
17 what I said before. If I'm a rational consumer, I would
18 do subscription pricing. I would personally benefit
19 from this and nonparticipants would be harmed at least
20 initially. Over the long term, this will result in
21 greater bills for everybody because first of all that
22 sunk investment that's sitting idle, right, I didn't
23 need that AMI meter, but it's also, and this goes into
24 my testimony about a feedback loop with rate design. So
25 how we set rates is going to determine how the utility

1 generates or puts more investment moving forward. So if
2 the overall energy increases for Evergy, you will see
3 more investment on distribution, more investment on
4 transmission, more investment on generation. It's a
5 feedback loop and it's just going -- and that's how --
6 this is where I took the position that arguably I feel
7 like this is a promotional rate and in violation of
8 PURPA standards because it moves towards the consumption
9 and against conservation and efficiency.

10 **Q. Just to clarify that last point there. When**
11 **you say that it's in violation of PURPA, first of all,**
12 **can you define what PURPA is?**

13 A. Public Utility --

14 **Q. If you can't remember off the top of your**
15 **head, that's fine.**

16 A. It stems from basically the energy crisis in
17 late '70s. It was a movement towards cost-based rates
18 and away from promotional rates. So declining blocks
19 unless they could be supported within that cost
20 structure. Really since I've been here, I mean, I feel
21 like the Commission has been giving us the directive and
22 pointing the needle towards more cost-based rates and
23 becoming more efficient in that and under the pretense
24 that ultimately in the long run this will be better for
25 all customers that all customers will benefit from this.

1 If you move towards -- If you have the option
2 of subscription rates, again, certain customers will
3 definitely benefit in the short run off of this,
4 although I would argue in the long run they'll end up
5 paying more too. You're nullifying all the work we've
6 done in, you know, it would be taking several steps back
7 if it was adopted on a grand scale.

8 Q. What I wanted to clarify regarding PURPA and
9 your feedback loop comment, it's correct that you see
10 subscription pricing as something that encourages larger
11 consumption, doesn't reduce usage but encourages more
12 usage; is that right?

13 A. That's correct.

14 Q. All right. You were asked a question from
15 staff regarding other states and there was brief mention
16 of Xcel and you talked about how it was different. Do
17 you recall that?

18 A. I do.

19 Q. You mentioned something about this not being a
20 temporal issue, and I want to make sure that that's
21 clear. The current subscription pricing program that's
22 before the Commission does not consider when charging
23 occurs; is that what you meant?

24 A. It only looks at just the overall energy. It
25 doesn't look at the demand element.

1 **Q. That's a distinction between what's being**
2 **proposed here and Xcel or what exactly do you mean?**

3 A. Well, two fold. One, there's a difference
4 between this and Xcel. Xcel is talking about a meter, a
5 separate meter just for EV cars. That's it. And
6 they're incentivizing those EV cars to charge on off
7 peak hours. That's why it was widely adopted and
8 accepted.

9 More to the point of why that's a problem in
10 this case is there is no temporal element. It's just on
11 an annual basis. We know that both the price of
12 electricity in the SPP is higher during certain hours
13 than others. We know that's a byproduct of the
14 generation that's being called on, right, and we've got
15 a whole representation from SPP about this and the
16 concerns about having to meet that with more and more
17 renewables coming and on and diminishing returns from
18 that. Again, this nullifies that. It mutes that sort
19 of price signal that you want to send to customers, and
20 that's going to be a very difficult task. I think we
21 all collectively in this room will say that, and this is
22 quite frankly I think why I support staff's time of use
23 rates, is that it's that training wheels approach. It's
24 a lead into something that's going to be hopefully much
25 more pronounced moving forward because we do have

1 concerns about customers, we know there's going to be
2 some pain involved in it. The real crime would be doing
3 nothing after we've invested all this money at this
4 point.

5 MR. CLIZER: I have no further redirect.
6 Thank you, Your Honor.

7 JUDGE HATCHER: Thank you, Dr. Marke.

8 THE WITNESS: Thank you.

9 JUDGE HATCHER: You are excused.

10 (Witness excused.)

11 JUDGE HATCHER: Our last witness for the day,
12 OPC.

13 MR. CLIZER: We would call Lisa Kremer to the
14 stand.

15 JUDGE HATCHER: Ms. Kremer, please raise your
16 right hand.

17 Do you solemnly swear or affirm that the
18 testimony you're about to give will be the truth, the
19 whole truth, and nothing but the truth?

20 THE WITNESS: I do.

21 JUDGE HATCHER: Thank you. Please take a
22 seat. Mr. Clizer.

23 LISA KREMER,
24 having been first duly sworn, was examined and testified
25 as follows:

1 DIRECT EXAMINATION

2 BY MR. CLIZER:

3 Q. Can you please state and spell your last name
4 for the court reporter?

5 A. Yes. Lisa Kremer, L-i-s-a K-r-e-m-e-r.

6 Q. By whom are you employed and in what capacity?

7 A. I'm employed by the Office of the Public
8 Counsel as a consultant.

9 Q. Did you prepare or cause to be prepared
10 testimony that has been premarked 322, the direct
11 testimony of Lisa Kremer, 323, the rebuttal testimony of
12 Lisa Kremer, public and confidential, and 324,
13 surrebuttal testimony of Lisa Kremer, public and
14 confidential?

15 A. Yes.

16 Q. Do you have any changes you would like to make
17 to that testimony?

18 A. Just a couple, Mr. Clizer. Page 8 of my
19 rebuttal, line 10, after LAK-R-1 I should have (Data
20 Request Response 5017).

21 JUDGE HATCHER: If I could interrupt, Ms.
22 Kremer.

23 THE WITNESS: Yes, sir.

24 JUDGE HATCHER: I sincerely like the
25 Chairman's solution at the hearing. Would you read the

1 entire sentence now with the corrected version?

2 THE WITNESS: Certainly. Glad to. Customer
3 surveys and interpretation of their results should be
4 carefully evaluated and reviewed when drawing
5 assumptions. The page regarding and headed -- well,
6 that's confidential.

7 MR. CLIZER: If I may really quick. Was the
8 recommended -- the change that you wish to make just
9 indicating what the contents of that schedule were?

10 THE WITNESS: It is. It's referencing it back
11 to that DR 5017, and all of that is confidential.

12 JUDGE HATCHER: I apologize. Let's move on to
13 your next correction.

14 THE WITNESS: Okay.

15 JUDGE HATCHER: Thank you.

16 BY MR. CLIZER:

17 **Q. Do you have further questions?**

18 A. I had one more. And that is page 16, it's the
19 footnote, footnote 24. And that should read pages 5 and
20 6 and the lines are correct 17 through 9, but it should
21 read pages 5 and 6.

22 **Q. So for the record you are correcting the page**
23 **numbers being referenced and nothing else?**

24 A. Yes, sir.

25 **Q. Okay. Thank you. Bearing in mind those**

1 corrections, if I were to ask you the same questions
2 today as posed in your testimony, would your answers
3 today be the same or substantially similar?

4 A. Yes.

5 Q. Are those answers true and correct to the best
6 of your knowledge and belief?

7 A. Yes.

8 MR. CLIZER: I would offer the direct,
9 rebuttal, and surrebuttal testimony of Lisa A. Kremer
10 which is again 322, 323, and 324 respectively noting
11 rebuttal and surrebuttal has both confidential and
12 public versions.

13 JUDGE HATCHER: You've heard the motion by
14 Mr. Clizer. I will not repeat the numbers. And there
15 are public and confidential versions of both. Are there
16 any objections to the admission of those three exhibits
17 onto the hearing record? Hearing none, they are so
18 admitted.

19 (OPC EXHIBITS 322, 323, AND 324 WERE RECEIVED
20 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

21 MR. CLIZER: At this point, I tender the
22 witness for cross-examination.

23 JUDGE HATCHER: Thank you, sir. We go to Ms.
24 Mers. Good afternoon, Ms. Kremer.

25 THE WITNESS: Good afternoon.

1 CROSS-EXAMINATION

2 BY MS. MERS:

3 Q. Are you familiar with the statements made in
4 testimony and then statements made here today by Evergy
5 about how this is a program designed to meet customers
6 who want to choose that it's filling what they believe
7 to be a gap in the market?

8 A. Uh-huh. I've heard them make that comment and
9 I think Mr. Caisley in his direct had customer choice
10 mentioned throughout his testimony, the need to provide
11 customer choice. And I can expand on that unless you've
12 got a specific question.

13 Q. I'll let your counsel allow you to expand just
14 so hopefully we all can get out of here by 5:00.

15 A. Sure, certainly.

16 JUDGE HATCHER: If we could get Ms. Kremer to
17 move the microphone uncomfortably close to your mouth.
18 Thank you.

19 BY MS. MERS:

20 Q. And so are you familiar with the surveys on
21 customer research Evergy claims to have utilized to come
22 to that conclusion?

23 A. Yes, ma'am. That was one of my corrections a
24 moment ago. That 5017, which I may have brought that up
25 in its entirety, I did, that entire survey material is

1 all confidential but there's a lot of I think very
2 interesting and telling information in that DR response.

3 Q. Is my understanding correct that that DR
4 response has been attached in its entirety to your
5 testimony?

6 A. No, ma'am, I don't think I attached it in its
7 entirety. What I did was pull out I think some key
8 slides.

9 Q. Okay. Is it your understanding that the main
10 survey for this consisted of 39 customers?

11 A. There was that and then there was another
12 survey that is the on line, as I understand it, the
13 advisory panel that Everygy uses and I believe that's
14 several thousand. Well, yeah, I stay out of the HC here
15 if we can.

16 Q. I guess we will try. I know that you have
17 from your testimony looked at that a little more closely
18 than I have. So if we're wandering there, hopefully
19 you'll catch it and let me know.

20 A. Sure.

21 Q. Do you know when those surveys were done?

22 A. Yes. I believe -- well, that's all part of
23 that HC. I don't know if that's okay to --

24 JUDGE HATCHER: This is all in her prefiled
25 testimony?

1 BY MS. MERS:

2 Q. Yes. Is that in your prefiled testimony?

3 A. I think I called it HC. I'm not sure.

4 JUDGE HATCHER: I'm referencing that everyone
5 can go back and read it and you don't have to speak
6 about it. Just give us the citation.

7 THE WITNESS: Yes, Judge, that's correct.

8 BY MS. MERS:

9 Q. Do you recall that citation? Sorry to put you
10 on the spot.

11 A. That's all right. Let me see here. It is
12 that whole DR 5017, and let me see here. I'm not
13 finding specifically where I may have -- well, here's
14 part of it and that's on page 17, line 24 is one
15 reference.

16 MR. FISCHER: I'm sorry to interrupt. Which
17 schedule are you referring to?

18 THE WITNESS: That was in my testimony,
19 Mr. Fischer, but I think the attachments LAK-R-1, that
20 was I believe confidential and then -- let's see here.
21 LAK-R-2 is confidential. Let's see here.

22 MS. MERS: I apologize. I am trying to tread
23 the line between not going into confidential material
24 and also not burdening the record with repetitive
25 testimony, but it does seem that there has been interest

1 expressed by the Commissioners to when the timing of
2 this decision happened and that is just what I want to
3 make sure that the record has somewhere in the record,
4 not in a data request that's not in the record, so that
5 can be relied upon is my intent.

6 JUDGE HATCHER: If that's your intent, may I
7 offer submitting the data request as an exhibit?

8 MS. MERS: I do not have it with me.

9 JUDGE HATCHER: Not now. As we have in this
10 case, we've kind of done it that day or the next day.
11 How long is this data request?

12 THE WITNESS: Sir, it's about that thick.

13 JUDGE HATCHER: Yes. Would you please prepare
14 that as a highly confidential so marked exhibit.

15 MR. CLIZER: Your Honor, I don't believe it
16 would be highly confidential because there was never a
17 protective order issued for it. I think it would just
18 be confidential.

19 MR. FISCHER: Judge, I don't know if the only
20 purpose is to get the date out of it, we could stipulate
21 to the date and you wouldn't have to go through the
22 process of submitting all that. I don't know what the
23 date is on it. I can get that information.

24 JUDGE HATCHER: Not my call. I'm looking at
25 Ms. Mers if she is satisfied with that.

1 MS. MERS: I can be satisfied with stipulating
2 to that. I'm sure that would be easy if they can
3 provide it. We can back check through the actual data
4 request. Yes, that is sufficient for me.

5 JUDGE HATCHER: Done.

6 MS. MERS: I apologize for getting us all off
7 course.

8 BY MS. MERS:

9 Q. Do you know when customers, again I'm trying
10 to watch the HC, but when customers express interest
11 about fixed bills as Everygy represented today, do you
12 know was that in those surveys distinguished from
13 traditional budget billing?

14 A. I think I can answer your question, Ms. Mers,
15 but it is -- I'm walking a fine line here in moving into
16 that confidential. I'm not sure how to answer your
17 question in a public setting.

18 JUDGE HATCHER: Let's stop here.

19 MR. CLIZER: Your Honor --

20 JUDGE HATCHER: Yes.

21 MR. CLIZER: -- can I have one moment.

22 JUDGE HATCHER: Please.

23 MS. MERS: I believe we have come to a
24 solution. It does appear that we will have to go in
25 camera, but the parties suggest that perhaps I finish

1 and then whoever else may have questions, any non-HC
2 portion, get through that part and then all of the in
3 camera work be done at once to kind of make it easier on
4 everybody. Does that sound acceptable?

5 JUDGE HATCHER: I have to give my standard
6 caution that this Commission has made it very clear that
7 they want as much of the business of this Commission to
8 occur in the public eye. To that end, I myself have
9 written reports and orders that are not confidential but
10 reference confidential material. I would much, much
11 prefer that we stay in the public realm to discuss this
12 issue and whichever is the confidential part we can all
13 call it something else, but I find that to be more
14 useful than going in camera and then having an open
15 discussion about this issue that the public does not get
16 to see.

17 MS. MERS: I think unfortunately where the
18 issue lies in this is it's my understanding that the --
19 it's not specific terms or phrases but the bulk of just
20 what was done for the customer research on this has been
21 marked confidential. And I do think that there is value
22 for the Commission to know and hear about how the survey
23 was completed and how that was used to justify the
24 creation of this program but however I was not the one
25 who marked it confidential, and therefore I'm not really

1 I guess sure how to best approach it other than I guess
2 we could go back to trying to submit that entire DR
3 again if that's the best way. Unfortunately that may
4 mean that people's briefs would have confidential
5 information in it. I think that we get to a point we
6 may not be able to completely --

7 JUDGE HATCHER: To make sure that I'm clued in
8 on where we're treading.

9 MS. MERS: Sure.

10 JUDGE HATCHER: The company did some research
11 with customers.

12 MS. MERS: Yes.

13 JUDGE HATCHER: And one part of this case is
14 do they get reimbursed, right, for that study.

15 MS. MERS: Yes. I don't believe that -- well,
16 actually I shouldn't say that.

17 MR. CLIZER: There's a portion of it that
18 concerns whether or not --

19 JUDGE HATCHER: Microphone.

20 MR. CLIZER: There's a question regarding
21 whether or not Mr. Hledik's personal consulting fee
22 should be included, but that's not related to here.
23 Apologies. Your Honor --

24 JUDGE HATCHER: Yes.

25 MR. CLIZER: -- another possible solution if

1 it's all, we could do what staff suggested and then
2 after the fact if company looks over it and says there's
3 nothing actually confidential in here, we could go ahead
4 and file the information as public. The only part that
5 wouldn't be in the public's eye would be this moment
6 right now when it's happening what the actual transcript
7 would be. I'm just throwing out solutions.

8 JUDGE HATCHER: My inclination, my thinking
9 off the top of my head is that the company may have
10 marked this as confidential to protect it from other
11 companies that here's the questions we asked, here's how
12 we went about it. I think just off the top of my head
13 if we proceed slowly and don't put too fine of a point
14 on how did you phrase this question and why, then I
15 think we can probably get through today and not go into
16 camera. Yes, we may have a very large exhibit. That
17 has been expressed to me that that is how the Commission
18 prefers it instead of taking notice. That just makes it
19 a lot easier for the appeals record as Judge Dippell
20 mentioned on Friday. I apologize if that creates a lot
21 of work. We can cut down on the distribution, do that
22 by email. That might overload everybody's email, I
23 don't know. Let's go forward and see where we're at.

24 MS. MERS: That approach works.

25 BY MS. MERS:

1 Q. In general with trying to see, if we can, but
2 trying to avoid perhaps maybe the methods in specific
3 questions, let's see if this way works. Did the
4 questions lay out any program in detail as it has
5 appeared in the tariffs, the public tariffs here?

6 A. Ma'am, I've looked at that tariff that they
7 have filed. Offhand I can't -- it may be in the
8 description they may have talked about that. Can you
9 repeat that question again.

10 Q. Yeah, perhaps a better way to phrase it is I
11 guess on a general high level overview of what you've
12 seen in the customer research and surveys, were any
13 specific formulas for how this program would work
14 mentioned or was it in generalities?

15 A. Well, one thing I think I can say safely and I
16 had used this word confidentially in my testimony but I
17 believe Ms. Winslow put it in her testimony as public
18 and that is that word unlimited. And I think I can say
19 without breaching anything that unlimited is in -- I
20 think she says even that I quoted one of their, I think
21 it was the moderator's guide that used that word, and
22 that's for the 39 customers that they interviewed, used
23 the word unlimited I think she said 22 times. So I
24 don't feel like I'm saying anything inappropriately
25 here, but I would heavily make that point that that was

1 -- that concept of unlimited energy was certainly driven
2 home in that research.

3 **Q. And actually looking back, do you have Ms.**
4 **Winslow's surrebuttal with you?**

5 A. I have it back there. I don't think I've got
6 that with me.

7 JUDGE HATCHER: Mr. Clizer, thank you, and
8 please proceed.

9 THE WITNESS: Give me just a moment, ma'am.

10 MS. MERS: Sure. It looks like that begins on
11 page 20 if that helps narrow.

12 THE WITNESS: Did you say her rebuttal?

13 MS. MERS: Her surrebuttal.

14 THE WITNESS: Her surrebuttal, yes, I've got
15 that with me. That's page 20?

16 MS. MERS: Yes.

17 THE WITNESS: Yes, ma'am, I'm there.

18 BY MS. MERS:

19 **Q. So it looks like this is all public from what**
20 **I'm looking at. That should help. Is your recollection**
21 **of how, because you said there was at least two studies;**
22 **is that correct?**

23 A. That's my understanding they had two survey
24 tracks.

25 **Q. Then it looks like from line 4 of her**

1 surrebuttal that the earliest study by Infinite 2021.

2 Does that match your recollection?

3 A. Yes. Well, except I wasn't sure about that
4 early. I was -- What I thought I saw was at the end of
5 2021.

6 Q. So sometime in 2021?

7 A. Yes, ma'am.

8 Q. Do you recall when this case was filed?

9 A. Was it April maybe, this case was filed in
10 April. I'm not sure.

11 Q. Turning back to her testimony, it looks like
12 the italicized portion line 11 through 21, I'll let you
13 take a moment to review that.

14 A. Yes.

15 Q. I won't -- Since it's already in Ms. Winslow's
16 testimony, I won't read it again, but does that reflect
17 your recollection of how the program was identified and
18 described in the surveys that you saw?

19 A. Yes. And they, I won't give the name, but
20 they actually used, if my recollection is right, even a
21 different name for the subscription plan with that
22 concept of that unlimited concept.

23 Q. Okay. Do you believe that based on -- I'll
24 ask you, I apologize, let me ask you something else
25 first instead. Have you seen any education or marketing

1 **materials on how Evergy proposes to get the word out to**
2 **customers on this?**

3 A. I think that, and maybe Mr. is it Hledik? I
4 think he may have provided some kind of, you know,
5 wording could be this. I think he gave maybe some
6 examples. But I think that is one of the concerns that
7 I've had and I think Ms. King as well in how they will
8 market this plan. And I will go ahead and say I think
9 Mr. Fischer said brought this home that it's going to be
10 optional. Well, it may be optional, but if you are
11 heavily marketing something and that's within the
12 company's control, the marketing is within their control
13 as unlimited using the word that's now in the public
14 domain as unlimited energy for a single price, I mean, I
15 think that you're going to certainly get the attention
16 of your customers.

17 **Q. So with the current education that's been**
18 **proposed or what we've seen in the past regarding**
19 **education for other rate offerings, do you believe**
20 **customers have a great understanding of how these**
21 **programs would work or how rates work in general?**

22 A. Ma'am, and I tell you, in preparation for
23 today, and I will do my absolute best to stay out of the
24 HC, I went back through that response in 5017 and I made
25 notes about concerns that I saw. And I will just say

1 this. And I can direct I guess the Commission or the
2 parties to a figure I had in my testimony that dealt
3 exactly with that education issue and the concerns I
4 have around the lack of education on existing plans.
5 And I might -- Well, actually page 13 -- let's see here.
6 Page 13, line 13 in the highly confidential gives that
7 percentage.

8 MR. CLIZER: What testimony are you
9 referencing?

10 THE WITNESS: I'm sorry. Rebuttal.

11 MR. CLIZER: Thank you.

12 BY MS. MERS:

13 Q. So were you -- Are you concerned that this
14 will create an appropriate or unrealistic long-term
15 expectations for participants based on the language
16 you've seen on how they described it?

17 A. Ma'am, I think it sends -- I have so many
18 concerns with this program. I made a couple of notes
19 about some of my concerns. I took the approach of it
20 being a customer detriment. In my opinion, it's a
21 detriment because these adders of this up to 10 percent
22 or no more than 10 percent mentioned in the tariff, I've
23 heard 5 percent mentioned today or 7 percent, but the
24 tariff language which is what is going to be filed with
25 the Commission or has been filed with the Commission

1 says not to exceed 10 percent, and my history is
2 typically I mean I'd be surprised if we weren't at that
3 ceiling of 10 percent. Customers are going to pay more.
4 They're going to pay that behavioral use adder. They're
5 going to pay, let me find, the program cost adder and
6 they're going to pay this risk premium adder. There's
7 some costs right there. This would go to the HC on what
8 customers most desire. And if I can find that
9 reference, what they most desire, and if you can give me
10 just a moment.

11 **Q. Sure, take your time.**

12 A. I can try to dig that out here.

13 **Q. If it helps us with the HC, I think that it's**
14 **in everybody's best interest.**

15 A. Okay. Page 14, lines 14 through 16, it looks
16 like I reference Schedule LAK-R-7, but there is in the
17 little asterisks there for confidential exactly what
18 customers want, what is their first priority, and this
19 is not, in my opinion, this is not that. A couple of
20 other thoughts I had in response to your question, in my
21 opinion it's a disservice to the customers and to the
22 public interest to compare electric service necessary
23 for life and health to gym memberships and Netflix. And
24 I can't help but think about, and this was public in my
25 testimony, 27 percent of the company's customers are low

1 income and, you know, I'm wondering how those customers
2 would feel if they understood that we're comparing this
3 necessary service to things like a gym membership which
4 I'm guessing some of those customers may not have or
5 Netflix. The program adders are not necessary. They
6 are not necessary in order to provide good electric
7 service at giving the customer options through the
8 different -- the average payment plan that the company
9 has and some of the other rate structures that they
10 have. A level pay tool already exists. I just said
11 that.

12 In my opinion, the distortion of the use of
13 the term efficiency in this. If you do nothing, maybe
14 you're using electric service highly inefficiently right
15 now. But if you maintain that usage, you're going to
16 get that behavioral use adage or behavioral use adder
17 back. So to me that's kind of a distortion of the
18 important word of efficiency. The program is not low
19 risk, and this is something DR 5050. We asked them
20 about what is this really going to do to customers'
21 bills, and right out of the shoot, and Mr. Hledik
22 responded to this, on average customers are expected to
23 pay more under subscription pricing than they otherwise
24 would under the standard rate. To me that hits several
25 -- rings several bells including I would say being of

1 detriment to the consumer.

2 The company has promoted this plan as
3 unlimited energy, not as a budgeting tool. And we have
4 talked about -- I think Dr. Marke testified to PURPA and
5 its tenets to promote conservation and to reduce our
6 peak demand.

7 Let me see what else I had here. We're
8 removing the usage signals. I think Ms. Winslow
9 testified, and I was confused about this, and I'm glad
10 Ms. King mentioned in her testimony, she hit Chapter 13
11 straight on because the company was asking for variances
12 to that. In those variances from my memory it was meter
13 reading. It was usage information. Those things are
14 very important to the customer. And I read some of Mr.
15 Hledik's testimony about do customers, they may not want
16 all of that information. Customers are entitled to that
17 information. We want educated customers. There's no
18 need to compensate the company for additional risk
19 through a premium because the program is unnecessary.
20 That's the risk premium they're talking about. It is
21 not truly tailored to each customer because we are not
22 weather normalizing individual customers in this program
23 and that was discussed I think by Ms. Lange.

24 And I think those are, I'm probably
25 overanswering your question there, but those are some of

1 the concerns that I had with this program.

2 Q. Were you here for Mr. Lutz's testimony today?

3 A. Yes.

4 Q. Your background is, I should know this, we
5 just talked about it. I'll just ask you what is your
6 background experience?

7 A. Well, I'm a certified internal auditor and so
8 that may be what you're referring to.

9 Q. So we've had questions about who is and isn't
10 an auditor today. Is it your understanding as an
11 auditor that OPC, staff, and the Commission are
12 prohibited from making adjustments to below the line
13 accounts?

14 MR. FISCHER: Objection, Your Honor, I think
15 that's calling for legal conclusion.

16 MS. MERS: I would think auditors would be the
17 people making adjustments to the accounts. I hope that
18 they would be able to.

19 JUDGE HATCHER: I think it's the Commissioners
20 that make those adjustments. However, it is a legal
21 conclusion. The Commissioners make those legal
22 conclusions. However, they have been consistent in
23 allowing others to offer their opinions. So please go
24 ahead.

25 THE WITNESS: Well, I guess there's two parts

1 to that answer. Partially, Ms. Mers, I don't know. But
2 I would say --

3 MR. FISCHER: Calls for speculation, Judge, if
4 she doesn't know.

5 THE WITNESS: Well, I said it was a two-part
6 answer, Mr. Fischer.

7 MR. FISCHER: I'm sorry.

8 THE WITNESS: Okay. Part of my answer is I
9 don't know for sure, but I can tell you from my
10 experience on staff and now working with the OPC we
11 would try.

12 BY MS. MERS:

13 Q. Try to rephrase this so I don't step on
14 anyone's toes here, but perhaps the best way to look at
15 this is the Uniform System of Accounts is the
16 traditional I guess guidelines for how accountants,
17 auditors, people look at and review cases and how
18 general ledgers and cost expenses, other items are
19 treated; is that correct?

20 A. Yes, ma'am.

21 Q. In your understanding of the USOA and general
22 Commission practice, without statutory authorization or
23 Commission authorization or other special accounting
24 treatment, can cost expenses, revenues from the past be
25 captured?

1 A. Captured.

2 Q. If it's outside say a test year you're looking
3 at in a rate case. I'll clarify.

4 A. That's not been my experience. But you know,
5 I would have to defer to Ms. Lange or somebody more in
6 the know about the regulatory -- the treating of that.

7 Q. But in your experience it's been typical that
8 it's been -- Storm Uri, for example, was an AAO, I
9 believe. I believe there was -- so anytime in your
10 experience it's more typically done through some kind of
11 authorized order?

12 A. Yes, recognizing those, right, that are
13 outside of the normal realm.

14 Q. So there are special rules that kind of govern
15 when it is looked at. Okay.

16 A. Yes, ma'am.

17 MS. MERS: I think that is all I have. Thank
18 you for bearing with me on this.

19 JUDGE HATCHER: Thank you, Ms. Mers. That
20 moves us to Renew Missouri.

21 MS. GREENWALD: No questions, thank you.

22 JUDGE HATCHER: And to the company.

23 MR. FISCHER: Thank you, Judge.

24 CROSS-EXAMINATION

25 BY MR. FISCHER:

1 Q. It's getting late, Ms. Kremer, so I don't want
2 to take too much time, but I did want to go to part of
3 your testimony. I would like for you to turn to page 7
4 of your rebuttal testimony.

5 A. Yes, sir.

6 Q. And you're talking there on line 18 and
7 through 20 about both the advanced easy pay and the
8 subscription pilot, pricing pilot, right; is that
9 correct?

10 A. I'm looking at that right now. You said page
11 7?

12 Q. Yeah, page 7, lines 18 through 20. I'd just
13 like to focus on the subscription pricing on this
14 question. There you say the company's pilot programs
15 offerings of subscription pricing do not address a
16 specific customer need and are not choices that are in
17 the public interest. Is that what you say there?

18 A. That's what I say.

19 Q. I take it that would be, as you've been
20 saying, that's my opinion?

21 A. Well, I didn't say that there. I guess this
22 is my testimony so it would be my opinion.

23 Q. Should your individual clients at the Office
24 of the Public Counsel themselves be able to decide what
25 choice is in their best interest?

1 A. Mr. Fischer, I am glad you asked me that
2 question.

3 **Q. I'm glad I did too. Go ahead.**

4 A. In my opinion, we are trusted by the Missouri
5 consumers in the state to vet out and to get into the
6 details of programs, and I don't think you can just say
7 isn't choice good. I tried to say this I think in my,
8 let's see, somewhere in my rebuttal, I believe to
9 Mr. Caisley because he talks a lot about choice. And
10 the challenge is is that not all choices are in the
11 customer's best interest. That's the point of my
12 testimony on subscription pricing.

13 **Q. That's what you're trying to say is that it is**
14 **better for the Office of the Public Counsel to decide**
15 **what is in the individual customer's choice when they**
16 **have an option to join a pilot program; is that what**
17 **you're saying?**

18 A. Sir, I'm saying it is our job to recommend to
19 this Commission programs that we believe are truly in
20 either the public interest or the interest of the
21 consumer. That's our job.

22 **Q. Okay. Having been around the Commission for a**
23 **long time, do you believe the Commission should be a**
24 **surrogate for competition?**

25 A. A surrogate for competition. I think that

1 somewhere, I can't recall the authoritative source that
2 talks about that, and I think that that's typically
3 applied with regard to rate setting, you know, to make
4 sure that rates are in line with -- that are appropriate
5 because there are no competitors as you know to Evergy.

6 **Q. In a competitive market, does the customer**
7 **often have a choice about whether to buy a service like**
8 **an internet either on a subscription basis or by the**
9 **penny or by the time?**

10 A. In that type of market, they have the choice
11 to go to many internet providers. They only have one
12 electric provider here and that's Evergy. It's very
13 different.

14 **Q. Ms. Kremer, do you have a subscription plan**
15 **for your internet?**

16 A. We do.

17 **Q. Is your internet service essential for you to**
18 **have -- for you to do your job at the Office of the**
19 **Public Counsel?**

20 A. Sir, it is not nearly as essential as it is to
21 my life to have electricity. I can tell you that. I
22 can live without that internet. I may not want to, but
23 I want that electricity. I want the house cool in the
24 summer and warm in the winter. So I don't think those
25 are really good comparisons.

1 Q. Okay. But you do need it, don't you?

2 A. No. Need is a very serious word and it's been
3 used a lot in this subscription pricing plan.

4 MR. FISCHER: That's all the questions I have,
5 Judge. Thank you very much.

6 JUDGE HATCHER: Thank you, Mr. Fischer. That
7 will take us to Commissioner questions. Are there any
8 Commissioner questions for Ms. Kremer?

9 CHAIRMAN SILVEY: No questions, Judge.

10 JUDGE HATCHER: Thank you, Chairman. The
11 bench has no questions. I believe Mr. Clizer.

12 MR. CLIZER: Thank you, Your Honor.

13 REDIRECT EXAMINATION

14 BY MR. CLIZER:

15 Q. All right. So we'll pick up where the company
16 left off really quick. First of all, you were asked if
17 that was your opinion. Let's set the record straight
18 here. Your testimony represents your understanding as
19 an expert looking at the material and providing a
20 recommendation to the Commission based on your
21 expertise, correct?

22 A. Yes, sir.

23 Q. You had a long career of working for both the
24 staff of the Public Service Commission and then later
25 intervening before the Public Service Commission with DE

1 and then now working with OPC?

2 A. Yes, sir.

3 Q. So those lines on page 18 to 20 are not just
4 the personal opinions of Lisa Kremer; they represent
5 your expert recommendation based on your years of
6 experience?

7 A. Yes, sir.

8 Q. Very good. Now, let's talk about another term
9 that's kind of not being thrown out here. Let's talk
10 about overreach. So when the company is asking you
11 questions regarding the ability to make a choice, do we
12 as the Office of the Public Counsel have a duty to
13 protect customers from overreach by the company?

14 A. I believe we do.

15 Q. And is the company asking or providing a rate
16 that is potentially harmful to customers an example of
17 overreach?

18 A. I believe I have said that in my testimony.

19 Q. And just to be clear, the OPC represents the
20 interest of all consumers, correct?

21 A. Yes, sir.

22 Q. So in working for the OPC, you're not just
23 representing the handful of individuals who work there
24 but the interest of all consumers?

25 A. Yes, sir.

1 Q. All right. I know it's getting late. I'm
2 going to try and keep this as brief as possible. You
3 had made a comment regarding -- rather directed the
4 Commission to look at a certain portion of your
5 testimony on what customers actually want. Do you
6 recall that?

7 A. Yes.

8 Q. Just for the record, just for the record,
9 confirm for me that was rebuttal testimony.

10 A. Let me see that. Yes, rebuttal page 14, lines
11 14 through 16.

12 Q. All right. Thank you. I didn't know you had
13 mentioned which testimony you were reading from earlier.

14 A. Rebuttal, yes.

15 Q. You mentioned in your list of concerns a
16 distortion of the word efficiency?

17 A. Yes.

18 Q. That's a relationship to the efficiency
19 incentive, correct?

20 A. Yes, sir, it is.

21 Q. Can you please elaborate on that?

22 A. Yes. As I understand, the company, this
23 behavioral use adder of 5 percent, if the customer's
24 usage remains the same during that year of subscription
25 pricing, they will get that 5 percent back, and I

1 believe the company said, I can't recall if they gave an
2 average of what they thought that might be, but my point
3 about that is that that in my mind is again sending the
4 wrong signal to the customer. Efficiency should be
5 about working to reduce consumption, understanding your
6 consumption, let's see, reducing waste, maximizing
7 productivity, and I don't think that that kind of a
8 giving a customer back a behavioral usage adder for
9 doing the same thing is really a very clear signal about
10 what true efficiency is when it comes to electricity.

11 Q. And I think you might have mentioned this in
12 your previous response, moving closer to the mike,
13 apologies, a customer who maintains their existing usage
14 will receive the efficiency incentive even if they
15 haven't actually reduced usage?

16 A. Yes, that's my understanding.

17 Q. This next question I'm going to ask you I'm
18 going to preface by saying if you don't think you can
19 answer this without touching confidential information,
20 just say that and we'll move on.

21 A. Okay.

22 Q. I don't want to tread into that water any
23 more. Regarding the issue related to the surveys, can
24 you in general summarize the concerns you had with the
25 surveys, again without discussing any confidential

1 **information?**

2 A. Let me look at my notes, Mr. Clizer. Let me
3 see if there's --

4 **Q. If nothing else, you can just reference the**
5 **page numbers of what will become a future exhibit if you**
6 **think that will help.**

7 A. We've kind of talked about these things. I
8 won't go into detail here. You can look at my
9 attachments, the schedules, and reference those back to
10 the testimony on what they say about this unlimited
11 plan. We talked about -- I think we've talked about
12 education, and that certainly is a strong concern that I
13 have.

14 Let me see. The item we just went over on
15 page 14 about what customers truly want, what they are
16 most interested in and what in my opinion this program
17 will not give them based on the company's response to
18 5050, which says on average customers are expected to
19 pay more under subscription pricing than they otherwise
20 would under the standard rate. I think that's probably
21 it in a nutshell.

22 **Q. As to the rest, we'll just reference the**
23 **document when it's filed in briefing. Thank you. I**
24 **think I have only one last kind of line of questioning**
25 **here. At the very beginning of staff's questioning, you**

1 were asked whether or not I believe you agree with
2 testimony. And I apologize I don't remember whose
3 testimony was being referenced if this was a program
4 designed to meet customer choice. I'm paraphrasing. Do
5 you recall that?

6 A. That may have been Mr. Fischer. I'm not sure.
7 Designed to meet customer choice. And I think what I
8 was trying to say is that in my mind, and I believe I
9 had this in testimony, this is not a viable choice.
10 This is not a good choice. This is not a choice in the
11 customer's interest or the public interest. In multiple
12 areas that I've talked about, the adders that customers
13 are going to pay, their bill is going to be higher and
14 then this whole -- I think this overarching thing of
15 moving us in the wrong direction, Dr. Marke talked about
16 this, of the unlimited energy, customers using more,
17 wrong direction.

18 Q. So to paraphrase, you see this as a potential
19 harm to customers and you want to protect them from
20 overreach by the company?

21 A. That is certainly part of it.

22 Q. What part am I missing?

23 A. Well, I think it's the idea that as a, and I
24 think Mr. Hledik maybe talked about this in terms of our
25 environmental concerns trying to reduce our consumption,

1 shift our demand. This does not do that at all. It
2 certainly is against I believe PURPA, the tenets of
3 PURPA.

4 MR. CLIZER: All right. I'm going to cut it
5 off there so that we can call it quits before the end of
6 the workday.

7 JUDGE HATCHER: Thank you, Mr. Clizer. That
8 does bring us to the end of the issues today. Ms.
9 Kremer, you are excused from the witness stand. Thank
10 you very much.

11 (Witness excused.)

12 JUDGE HATCHER: A couple quick announcements
13 before we do leave for the day. At the beginning of the
14 hearing, I discussed the Commission's request for an on
15 the record. That is an official request. I'm not
16 putting it in a written order, because I've been here
17 all day.

18 So the request is that the parties would in
19 their next joint communication discuss when that might
20 be doable. My friendly recommendation is this week. We
21 do have control of their calendars to a large extent.
22 So if we can get it done this week, great. If not, I
23 understand. Give me a heads up.

24 Announcement number two. Just a reminder. We
25 have a 3:00 p.m. aim for drop time for tomorrow, as at

1 least one party and possibly more have an interest in
2 another case. I cannot imagine why.

3 I have an email from ChargePoint -- you all
4 have the same email. It just came in -- wanting to know
5 about excusing Mr. Wilson from testifying tomorrow. I
6 normally grant these without much review.

7 The reason I'm bringing this up to the parties
8 now is the confusion that I have. The email references
9 that there is a settlement regarding the nonresidential
10 electrification rates which I have as Issue 20, XX, and
11 according to the attachment B to the settlement, to the
12 omnibus settlement, the remaining issues that we had to
13 me still look like we have not only electrification
14 tariffs but the A, B, and C which involve ChargePoint's
15 witness. And under the other topic for tomorrow under
16 rate design I still show sub F as being a live issue,
17 which is what ChargePoint is asking to be excused from.
18 Again, I don't want to get into everybody's settlement
19 discussions.

20 MR. CLIZER: I don't know that there was an
21 update as to remaining issues because the settlement had
22 never been fully finalized. We're waiting on additional
23 sign off from some parties. I think that it will
24 resolve some of the issues under the electrification
25 heading. I don't want to speak out of turn regarding

1 the elements to rate design. As far as the OPC as an
2 individual is concerned, we can waive cross on
3 Mr. Wilson.

4 JUDGE HATCHER: That's between you guys in the
5 email. I wanted to make sure that it was my
6 misunderstanding, which it is, and not Mr. Wilson's or
7 Mr. Dunbar's, which it is not. So I will grant their
8 request.

9 And any other announcements before we adjourn
10 for the day? Excellent. We are adjourned. Off the
11 record.

12 (The proceedings adjourned for the day at 4:57
13 p.m., and will continue in Volume 11.)

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CERTIFICATE OF REPORTER

STATE OF MISSOURI)
COUNTY OF COLE)

I, Beverly Jean Bentsch, RPR, CCR No. 640, do hereby certify that I was authorized to and did stenographically report the foregoing Public Service Commission evidentiary hearing and that the transcript, pages 456 through 659, is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or counsel connected with the action, nor am I financially interested in the action.

Dated this 26th day of September, 2022.

Beverly Jean Bentsch
Beverly Jean Bentsch, RPR, CCR No. 640

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