

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

In the Matter of the Application of Evergy Metro, Inc.,)
Evergy Kansas Central, Inc., and Evergy Kansas) Docket No. 21-EKME-320-TAR
South, Inc. for Approval of Transportation)
Electrification Portfolio.)

MOTION TO APPROVE NON-UNANIMOUS PARTIAL SETTLEMENT AGREEMENT

COME NOW Evergy Metro, Inc., Evergy Kansas Central, Inc., and Evergy Kansas South, Inc. (“Evergy” or “Company”), the Staff of the State Corporation Commission of the State of Kansas (“Staff”), and the Citizens’ Utility Ratepayer Board (“CURB”) (referred to collectively as “Joint Movants”), and hereby request the State Corporation Commission of the State of Kansas (“Commission”) issue an order approving the Non-Unanimous Partial Settlement Agreement (“Settlement Agreement” or “Agreement”) entered into by the Joint Movants and submitted with this Motion. In support of its Motion, Joint Movants state the following:

I. BACKGROUND

1. On February 24, 2021, Evergy filed with the Commission its Application seeking approval of it proposed Transportation Electrification (“TE”) Portfolio.

2. CURB, National Resource and Defense Counsel (“NRDC”), ChargePoint and American Fuel & Petrochemical Manufacturers (“AFPM”)¹ filed for, and were granted, intervention in the docket.

¹ The AFPM group also includes Kansas Corn Growers Association, Fuel True Independent Energy & Convenience, and Renew Kansas Biofuels Association. (AFPM Petition for Intervention, filed on June 8, 2021.)

3. Pursuant to the *Presiding Officer Order Granting Joint Motion for Procedural Schedule* issued March 31, 2021 (“Procedural Order”), the parties to this proceeding met and conducted settlement discussions on July 21, 2021.

4. As a result of the settlement discussions, Joint Movants reached agreement on many of the issues involved in this case, which has been reduced to writing, is attached to this Joint Motion as **Attachment A**, and is incorporated herein by reference.² The Agreement is non-unanimous in that NRDC, AFPM and ChargePoint are not signatories.

5. Joint Movants recognize that the law generally favors the good faith settlement of disputed issues,³ and that the Commission will evaluate a settlement agreement to determine whether (a) it is supported by substantial competent evidence in the record as a whole, (b) it results in just and reasonable rates, and (c) it is in the public interest.⁴

6. Pursuant to the Procedural Order, testimony in support of the Agreement will be filed on July 30, 2021. The testimony will explain that approval of the Agreement is supported by substantial competent evidence in the record as a whole, that the Agreement will result in just and reasonable rates, and that the Agreement is in the public interest.⁵

WHEREFORE, Joint Movants respectfully request the Commission grant this Motion, thereby approving in its entirety the attached Settlement Agreement.

² The Procedural Order established July 28, 2021 as the deadline for filing settlement agreements. On that date, the Joint Movants filed a motion for a two day extension of the deadline.

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

⁴ Order Approving Nonunanimous Stipulation and Agreement, Docket No. 12-WSEE-112-RTS, April 18, 2012, ¶ 24.

⁵ *Citizens' Utility Ratepayer Board v. State Corp. Comm 'n*, 28 Kan.App.2d 313, 316, 16 P.3d 319 (2000).

Respectfully submitted,

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ATTACHMENT A

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NON-UNANIMOUS PARTIAL SETTLEMENT AGREEMENT

COME NOW Evergy Metro, Inc., Evergy Kansas Central, Inc., and Evergy Kansas South, Inc. (“Evergy” or “Company”), the Staff of the State Corporation Commission of the State of Kansas (“Staff” and “Commission,” respectively), and the Citizens’ Utility Ratepayer Board (“CURB”), (referred to collectively as the “Signatories” or the “Signatory Parties”), and hereby submit to the State Corporation Commission of the State of Kansas (“Commission”) for its consideration and approval the following Non-Unanimous Partial Settlement Agreement (“Settlement Agreement” or “Agreement”):

I. INTRODUCTION

1. On February 24, 2021, Evergy filed with the Commission its Application for Approval of Transportation Electrification (“TE”) Portfolio (“Application”).
2. CURB, NRDC, ChargePoint and American Fuel & Petrochemical Manufacturers (“AFPM”)¹ filed for, and were granted, intervention in the docket.
3. Commencing on Wednesday, July 21, 2021, the parties to this case held meetings to discuss settlement, pursuant to the Commission’s procedural order issued on March 31, 2021.

¹ The AFPM group also includes Kansas Corn Growers Association, Fuel True Independent Energy & Convenience, and Renew Kansas Biofuels Association. (AFPM Petition for Intervention, filed on June 8, 2021.)

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As a result, Evergy, Staff, and CURB were able to reach partial settlement on many of the issues involved in this docket. The Settlement Agreement is non-unanimous in that the Natural Resources Defense Council (“NRDC”), ChargePoint and AFPM are not signatories to the agreement, but both participated in the settlement discussions.

II. TERMS OF NON-UNANIMOUS PARTIAL SETTLEMENT AGREEMENT

4. The Signatory Parties agree that Evergy’s Application should be approved with the following modifications and terms:

I. CLEAN CHARGE NETWORK (CCN)

This issue was not settled. The parties will present their positions to Commission for decision.

II. COMMERCIAL EV CHARGER REBATE (CCR)

A. The Signatories agree to a total budget for CCR of \$10 million. \$1.6 million of this amount will be targeted to areas that are underserved. The parties will work towards an agreement on the definition of underserved. If the parties can come to an agreement before the Evidentiary Hearing on the definition of underserved, they will submit that to the Commission the day before the hearing (August 23). If the parties cannot agree on a definition of underserved, the issue will be reserved for the brief for an ultimate Commission decision.

B. Signatories agree to establish parameters under which, during the 5-year period of the TE portfolio approved in this docket, Evergy can increase the budget for this program from \$10 million up to \$15.4 million in an expedited process without having to file a new application. A process will be developed whereby Staff and CURB would have to agree to increase the budget. If there is disagreement, there will be a 120 day dispute resolution process before the Commission.

Parameters will be based on the experience and success of the programs up to the point the increase in budget is requested. The Parties agree that the parameters for the program in each territory should at least include:

1. Number of EVs in each territory and number of public chargers that are available.

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2. Number of public charging ports that have become available without the assistance of the commercial rebate program.
 3. Progress towards current EPRI 2025 Medium Run projections—number of existing EVs relative to EPRI current medium run projections.
- C. Evaluation, Measurement and Verification (“EMV”) - Evergy agrees to perform an EMV for the Commercial EV Charger Rebate program.

III. Residential Programs

Residential Rebate:

- A. Signatories agree the general objectives of the Residential Rebate Program are to:
1. Provide Evergy, parties and Commission the opportunity to learn future grid impact of residential EV home charging, which can be used to inform future rate design and program offerings.
 2. Incent conversion from Level 1 charging to Level 2, which will allow for (1) managed charging that enables customer to charge off-peak, and (2) increased energy efficiency.
- B. Evergy will offer Customers the following options to receive a rebate for installation of a 240V outlet:
1. \$500 rebate if Customer is enrolled in the EV or Time Of Use (“TOU”) rate in the Kansas Central territory; or \$500 if Customer is enrolled in the demand TOU or 3-period TOU rate in the Kansas Metro territory. Company retains the discretion to recoup \$250 of the rebate from the Customer if Customer un-enrolls from said rates prior to 1-year after receiving the rebate.
 2. \$250 rebate if Customer does not elect to enroll in the EV or TOU rate in the Kansas Central territory; or \$250 if Customer does not elect to enroll in the demand TOU or 3-period TOU rate in the Kansas Metro territory.
 3. Customers receiving a rebate will be informed via a disclosure or FAQ as part of the Application that Evergy’s goal is to use the information gained from their EV charging behavior to provide them with feedback concerning the savings they did or did not achieve with TOU rates or managed charging. Evergy will inform the customer that all customer usage data for which the customer can be identified will be considered confidential.

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If in any future Evergy rate filings these rates are changed, this criteria will remain applicable for any similar TOU/EV rates through the approved period of the programs.

Company agrees to educate customers under either option, sharing the benefits of off-peak EV charging that results through TOU rate enrollment and/or managed charging.

C. Evaluation, Measurement and Verification (EMV)

Company agrees to perform an EMV to analyze the charging behaviors of participants and assess the effectiveness of Evergy's education and outreach activities. This EMV process will be used to further inform the grid impacts of the Residential Rebate Program and EV charging for future proposed rate designs, customer outreach programs, and other grid management activities.

1. EMV will be performed by a third party. Company will share the scope of work with signatories before issuance of RFP. The signatories must have an opportunity to agree with the RFP, and if not, dispute it before the Commission.
2. EMV to measure demand, energy and billing impacts of: EV customers receiving \$500 rebate and enrolled in TOU rate; EV customers receiving \$250 rebate and not enrolled in TOU rate or convert to TOU rate; identified EV customers (self-admission or identified through disaggregated data). EMV will also include process impact of Residential Program.
3. The Draft EMV will include the period through September 2023 and will be completed by December 2023. The Final EMV will include the period through September 2026 and will be completed by December 2026.

Developer Rebate:

The Parties agree that this program will not be part of Evergy's portfolio at this time. Any educational (non-rebate) goals associated with this program should be part of the Customer Education and Administration Program.

IV. Customer Education and Program Administration

The budget for customer education and program administration (including EMV for the residential and commercial rebate programs) will be \$2.3 million, provided the Company supplies additional detail to Staff regarding the breakdown of the items contained in the marketing and customer education budget.

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V. Reporting Requirements

The parties propose the following reporting requirements:

Annual Report

- Annual Report will be submitted to the Commission on April 30 for the previous calendar year for each jurisdiction and program. Evergy agrees the parties will collaborate after the annual report is filed and evaluate the need for revisions to reporting requirements. This is consistent with the requirements within the Clean Charge Network tariff.
- At a minimum, the Annual Report will include:

Residential Rebate Program

- Number of customers that utilized the program by year
- Number of customers that enrolled in a TOU rate from this effort
- Changes in TOU rate enrollment after initial choice. # of customers adding later, dropping later.
- Summary of information identified by Evergy within the rebate application, such as make/model of EV, etc.
- Summary of marketing efforts
- Detailed budget information
- Estimated amount of off peak charging for each methodology used by Evergy to make the estimate
- Update on budget variances in item IV.
- 240V circuit breaker size distribution (as installed)
- Interval data for one summer peak month and one winter peak month
 - Up to five customers from each category (i.e. TOU and non-TOU)

Commercial EV Charger Rebate –each item needs to be separated out by station type (fleet, multi-family, workplace)

- Number of rebates paid out
- Number of ports installed.
- Type of location (e.g, retail, workplace, highway) & detailed map of locations
- Types of chargers (L2 versus DCFC and make/model)
- Detailed budget information
- Number of applicants proposing to place station in underserved area
- Number of underserved area applicants selected
- For each station, provide cost of Evergy investment, amount of customer CIAC if any.

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- For each station, (identify workplace, fleet, multifamily) number of charge events, peak demand for station by month along with time of day peak occurred, kWh sold to each station.
- Charger utilization data consistent with current CCN reporting

The report will be provided by Evergy for the period of the approved programs under this docket.

Engagement with Parties

Results of draft and final EMVs will be presented to Signatories by December 2023 and December 2026, respectively.

Evergy will provide to Staff a technical paper describing how AMI data is disaggregated and assumptions used to disaggregate EV charging, specifically. Subsequently, Evergy agrees to utilize the annual update to advise parties regarding the maturation of its disaggregation capabilities and how that will further inform residential rate design for the rate case that follows 2023.

Evergy agrees it will have a presentation with Signatories on future rate designs that are applicable to EV charging by June 2024. This may include separate EV rate using disaggregated AMI data; utilization of OEM data; TOU variations; real time pricing.

Commission Presentations

Evergy agrees that it will provide a Commission presentation on the status of programs approved in this Application in June 2023 and June 2024.

VI. Deferred Asset

- A. No internal labor will be included in the deferred asset. However, external outside services labor and expenses will be eligible to be included in deferred asset.
- B. There will be no offset to the deferred asset for revenues related to the Commercial EV Charger Rebate program.

VII. AMI Data

Evergy will add an additional disclosure to Evergy's Privacy Policy page of its website on use of AMI data that is applicable across all uses and customers. Staff will review and approve the language.

VIII. Transit and Business EV Rates

These rates will be approved as proposed in the Application.

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III. MISCELLANEOUS PROVISIONS

A. The Commission's Rights

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

B. Regulatory Authority and Waiver of Cross Examination

6. The Signatory Parties are submitting this Settlement Agreement, with supporting testimony, pursuant to K.A.R. 82-1-230a and in accordance with the Commission's procedural schedule established by Order issued March 31, 2021.

7. The Signatory Parties waive cross-examination on all testimony filed by the Signatory Parties prior to the filing of this Settlement Agreement.

C. Negotiated Settlement

8. This Settlement Agreement represents a negotiated settlement that resolves the issues as presented in this pleading. The Signatory Parties represent that the terms of this Settlement Agreement constitute a fair and reasonable resolution of the issues addressed herein. Except as specified herein, the Signatory Parties shall not be prejudiced, bound by, or in any way affected by the terms of this Settlement Agreement (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide to not approve this Settlement Agreement in the instant proceeding or if the Commission materially modifies or adds to its terms. If the Commission accepts this Settlement Agreement in its entirety and incorporates the same into a formal order without material

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modifications or additions, the Signatory Parties shall be bound by its terms and the Commission's order incorporating its terms as to all issues addressed herein and in accordance with the terms hereof, and will not appeal the Commission's order on these issues.

D. Interdependent Provisions

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

IN WITNESS THEREOF, the Signatory Parties have executed and approved this Settlement Agreement, effective as of the 29th day of July, 2021, by subscribing their signatures below.

Respectfully submitted,

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COUNSEL FOR THE CITIZENS' UTILITY RATEPAYERS BOARD

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

VERIFICATION

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

Glenda Cafer

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing pleading was electronically served this 29th day of July, 2021 to:

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