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Issue(s): MEEIA Program Costs
Witness: Amanda C. Conner
Sponsoring Party: MoPSC Staff
Type of Exhibit: Rebuttal Testimony
Case No.: EO-2023-0408
Date Testimony Prepared: March 29, 2024

MISSOURI PUBLIC SERVICE COMMISSION

INDUSTRY ANALYSIS DIVISION

ENERGY RESOURCES DEPARTMENT

REBUTTAL TESTIMONY

OF

AMANDA C. CONNER

**EVERGY MISSOURI WEST, INC.,
d/b/a EVERGY MISSOURI WEST**

CASE NO. EO-2023-0408

*Jefferson City, Missouri
March 2024*

**** Denotes Confidential Information ****

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OF
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EVERGY MISSOURI WEST, INC.,
d/b/a EVERGY MISSOURI WEST
CASE NO. EO-2023-0408**

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1 **REBUTTAL TESTIMONY**

2 **OF**

3 **AMANDA C. CONNER**

4 **EVERGY MISSOURI WEST, INC.,**

5 **d/b/a EVERGY MISSOURI WEST**

6 **CASE NO. EO-2023-0408**

7 Q. Please state your name and business address.

8 A. Amanda C. Conner, 200 Madison Street, Jefferson City, MO 65102.

9 Q. Are you the same Amanda C. Conner who previously provided testimony in
10 this case?

11 A. Yes, I filed direct testimony in this case on February 27, 2024.

12 **EXECUTIVE SUMMARY**

13 Q. Please summarize your rebuttal testimony.

14 A. I am responding to the direct testimony of Evergy Missouri West, Inc.,
15 d/b/a Evergy Missouri West (“EMW”) and Evergy Metro, Inc., d/b/a Evergy Missouri Metro
16 (“EMM”) (collectively “Companies”) witness Brian A. File as he responds to Staff’s
17 recommended disallowances for the administrative and implementation contractor program
18 costs. Mr. File’s direct testimony states that he provides details for how the administrative
19 program expenses and expenses for implementation contractors were relevant and appropriate
20 with the exception of a few expenses that should be reclassified as non-MEEIA general
21 expenses. Staff does not find the reasons Mr. File gives in regards of the prudence of the
22 remaining expenses in which EMM and EMW believe are prudent to be classified as MEEIA
23 expenses to be adequate.

1 **ADMINISTRATIVE EXPENSES**

2 Q. Mr. File provides a summary table for the amounts of certain expenses he
3 proposes to reclassify to non-MEEIA O&M for EMM and EMW¹. Is there any contradiction
4 between the amounts in the table versus the amounts in the workpapers provided?

5 A. Yes. For EMM, the table shows the amount to be reclassified as \$526.31,
6 however the amounts to be reclassified in the workpaper show an amount of \$533.37.

7 Q. Does Staff know why there is a discrepancy in the reclassified amounts?

8 A. No, Staff has sent a data request to the Company to understand this discrepancy.

9 Q. Mr. File's direct testimony gives his reasoning as to why a sponsorship of an
10 energy efficiency ("EE") related organization is important, as he states: "In this case,
11 the organization sponsorship also provides access for Evergy employees who are responsible
12 for advancing MEEIA programs with Evergy's customers to attend the largest annual
13 conference on EE in the Midwest."² Does Staff agree with the statements made by Mr. File?

14 A. No. Staff, did not dispute the Midwest Energy Efficiency Alliance ("MEEA")
15 membership fee of \$6,400³ This fee did allow its members a reduced price for the annual
16 conference, and explained further below. The sponsorship in the amount of \$6,000⁴ was not
17 needed to participate in the MEEA annual conference as insinuated in Mr. File's direct
18 testimony.⁵ The sponsorship provides four complimentary registration fees with a 10%
19 discount for any additional registrations, the company name on all promotional pieces, and their

¹ Direct testimony of Mr. File, page 3 line 6.

² Direct testimony of Mr. File, page 5 lines 2 through 9.

³ Split evenly as \$3,200 for EMM and \$3,200 for EMW to this organization.

⁴ Split evenly as \$3,000 for EMM and \$3,000 for EMW.

⁵Data for this was found at Sponsorship Packages – Midwest Energy Efficiency Alliance (mesconferenceportal.com)

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1 name and description listing in the Agenda Booklet. Below is the costs for this conference for
2 four people in each scenario.

	# of Registrations	Amount per person	Total Amount
Sponsorship with Membership	4	\$1,500.00	\$6,000.00
Conference cost membership discount	4	\$575.00	\$2,300.00
		\$925.00	\$3,700.00

3
4 As stated above, Evergy paid \$6,000 for a sponsorship to go along with its membership.
5 Staff used 4 as the number of registrations because this was the number of free registrations
6 provided through the sponsorship. This table shows that not only was a sponsorship not
7 necessary to attend the annual conference, it actually cost Evergy \$925.00 more per person,
8 \$3,700 total, than it would have by just using the discount already provided to them for being a
9 member of MEEA. Therefore it is Staff's position that it was not necessary to include the cost
10 of the sponsorship in MEEIA as they could have just attended the conference with only being
11 a member for \$2,300 instead of \$6,000.

12 Staff does not dispute costs for memberships or costs for sponsorships, but not for both
13 as that is an unnecessary additional costs for the ratepayers to bear. If Evergy had provided
14 more explanation as to why it would be more cost effective to have both a membership and a
15 sponsorship, then Staff would have reviewed and made a recommendation based on the
16 prudence of both. However, as Mr. File states that the sponsorship allowed for attending the
17 annual conference, yet the membership already provides a reduced rate to attend the annual
18 conference, Staff sees no reason to adjust the recommendation for removal of the sponsorship.

1 Q. Mr. Files states that Evergy Logo shirts are necessary when interacting with
2 customers⁶. Do you agree? If so, why does Staff recommend to remove these items from the
3 MEEIA administrative costs?

4 A. I do agree that Evergy logo shirts help customers feel confident in the personnel
5 who are interacting with them and that they are a credible representative of Evergy, as Mr. File
6 states. However, since MEEIA is a very specific rider separate from general rates, it is Staff's
7 opinion that any expenses must explicitly show how they promote energy efficiency in order
8 for those costs to be included for recovery in MEEIA. For instance, if the shirts logo had stated
9 Evergy Energy Efficiency, the costs for the shirts would not have been recommended to be
10 removed; but a shirt with only the Evergy logo is not specific to energy efficiency and,
11 therefore, should be requested to be accounted for under general rates.⁷ Staff's position has
12 stayed consistent on branded logos for recovery under MEEIA, which is that all promotional
13 items, signs, and gear must explicitly reference energy efficiency.

14 Q. Mr. File states that EMM disputes the adjustment for two of the Bridging the
15 Gap ("BTG") invoices because Staff had access to their contract, which would have included
16 their invoicing approach and the scope of their work. Does Staff agree with Mr. File?

17 A. Mr. File is correct that Staff has access to the contracts for BTG, however Staff
18 was unable to find in any of the contracts provided the detail in regards to travel expenses.
19 In fact, these contracts have very limited detail, and provide four categories of costs:

20 ** [REDACTED]
21 [REDACTED] . ** All other contractors that

⁶ Direct testimony page 5, lines 12 through 21.

⁷ Staff is not endorsing the inclusion of the shirts in base rates, however, a general rate case is the more appropriate avenue to propose cost recovery.

1 Evergy uses for its MEEIA programs give detailed invoices with additional supporting
2 information for any expenses; however, this is not the case with BTG. Normal accounting and
3 auditing procedures include the need for individual invoices in regards to travel expenses that
4 are charged to a company. This is especially important when a regulated utility is wishing to
5 pass these costs along to its ratepayers. It is important to note that Evergy has no way of
6 ensuring that BTG is including prudent expenses for recovery in MEEIA. Therefore, ratepayers
7 are paying for travel expenses caused by BTG, with no additional detail of those travel
8 expenses, and that is concerning to Staff.

9 When Staff requested more information from EMM in regards to the two invoices,
10 the answer received was “Bridging the Gap does not provide details of the travel expenses on
11 their invoices as part of their support for the Business Energy Efficiency Programs outreach”⁸.
12 If Evergy did not feel it was necessary to require such information from its contractors that is
13 well within its right, but then such expenses should not be requested for recovery from
14 ratepayers. Just because BTG, unlike Evergy’s other contractors, does not provide detailed
15 invoices with supporting documentation, is not a justified excuse for Staff to ensure that
16 ratepayers are being charged prudently. Since there is a lack of detail in the invoices, it makes
17 it impossible for Staff to review and determine if the expenses were appropriate expenses to
18 include. A utility company has the burden of providing proof when the prudence of an expense
19 has been questioned. Evergy did not provide the necessary information to Staff regarding these
20 costs. It is for this reason that Staff had to recommend the adjustment for these invoices in this
21 prudence review.

⁸ EMM response to PSC data request 26.4 under Q0026.4_Metro Voucher Support-Explanation Request-Excel

1 **IMPLEMENTATION CONTRACTORS EXPENSES**

2 Q. Mr. File states that all implementation contractor expenses were relevant and
3 appropriate for furthering Evergy's deployment of MEEIA programs⁹. His argument centers
4 around the EO-2020-0227 Stipulation, to only include expenses that would have not otherwise
5 happened without MEEIA, including Evergy promotional materials. Do you agree with
6 this assessment?

7 A. No. The EO-2020-0227 Stipulation, states in item 4:

8 Conference and Membership Costs. The Signatories agree that in MEEIA
9 Cycle 3 and going forward, Evergy shall only seek recovery of costs associated
10 with conferences and memberships through DSIM Rates if those costs would
11 not be incurred but for the Company's offering of MEEIA programs.
12 Evergy shall provide Staff justification to support its claim that these costs would
13 not be incurred but for the Company's offering of MEEIA programs.

14 Staff disagrees with Mr. File that just because these expenses are made by
15 Implementation Contractors due to the existence of Evergy's MEEIA programs there should
16 not be an adjustment based on prudence due to a lack of justification. As ordered by the
17 Commission, Evergy agreed to provide Staff justification to support its claim that these costs
18 would not be incurred but for the Company's offering of MEEIA programs, and it is Staff's
19 opinion that Evergy simply has not provided that justification, nor does this infer that Staff
20 cannot question the prudence of charges made simply because Evergy grouped them under a
21 MEEIA bucket.

⁹ Direct testimony of Mr. File, page 7 lines 6 through 7.

1 Q. Mr. File states, “Annually, Evergy hosts an event for the contractor network to
2 thank them for their involvement, celebrate top performers and share learnings for upcoming
3 activity, including program changes or enhancements. These events would not be conducted
4 without MEEIA programs; therefore, they are highly relevant and important to the success of
5 the MEEIA programs.”¹⁰ Does Staff agree with Mr. File?

6 A. No. What Mr. File does not explain, and what I attempted to explain in my
7 direct testimony, is that the reason Staff recommended disallowance for these expenses were
8 for the alcohol at these events, as well as the excessiveness in the costs of these events.
9 The Stipulation in Case No. EO-2020-0227 does not provide Staff justification to support its
10 claim that these costs would not be incurred but for the Company’s offering of MEEIA
11 programs. A party thrown by Evergy, for its contractors that includes alcohol, should not be
12 funded by ratepayers, simply because of the Company’s offering of MEEIA programs.
13 Evergy’s position that the costs for events such as these should be borne by ratepayers, and not
14 shareholders, simply because these contractors are providing service for MEEIA programs,
15 is an irresponsible use of ratepayer funds.

16 Staff has been consistent across utility companies in recommending disallowances of
17 purchasing gifts, holding celebrations and awards, purchasing of alcohol and overall
18 extravagant costs. These special events that Mr. File discusses that Staff removed
19 totaled \$9,134.33, for which EMM’s total was \$3,653.73 and EMW’s total was \$5,480.60.
20 Though as Mr. File stated, these events as well as giveaways, gifts, and awards the Company
21 provided to these contractors would not have happened if not for MEEIA. However, these
22 special events, or parties, do not provide any benefit to ratepayers and expecting those

¹⁰ Direct testimony of Mr. File, page 7 lines 11 through 15.

1 ratepayers to foot the bill for such parties is imprudent and frankly a gross abuse of the
2 Stipulation that Mr. File has used to argue the relevance and justification of these costs.

3 It is important to note that Implementation Contractors are contracted to provide a
4 service for Evergy. Evergy in return pays these contractors for these services. To be clear,
5 Evergy pays these contractors with ratepayer dollars, not shareholder dollars. Staff disputes the
6 kind of activities mentioned above for all regulated electric utilities with MEEIA programs.
7 Staff's position is no different here, even though Evergy appears to believe that the
8 Implementation Contractor MEEIA budget is not subject to providing justification to
9 determine prudence.

10 Q. Mr. File reiterates the belief that promotional materials in the Implementation
11 Contractor expense category should follow the same pattern as he stated in the Administrative
12 Expenses¹¹. Do you agree with Mr. File?

13 A. I agree that they should be treated the same and as administrative expenses.
14 First, I would like to point out that the promotional materials Staff is recommending a
15 disallowance for was a completely separate expense than the Evergy logo shirts, and Mr. File
16 does not specifically address those expenses. Also, and to reiterate again, MEEIA is a very
17 specific rider mechanism, and it is Staff's opinion that energy efficiency must be expressly
18 promoted in order for costs to be included for recovery in MEEIA. If the shirts had a logo
19 directly related to energy efficiency, Staff would be less likely to recommend disallowance of
20 the costs for the shirts, but a shirt with only the Evergy logo is not specific to energy efficiency
21 and, therefore, should not be accounted for in MEEIA. Staff's position has stayed very

¹¹ Direct testimony of Mr. File, page 7 lines 18 through 19.

1 consistent on this matter, which is that all promotional items, signs, and gear must explicitly
2 reference energy efficiency.

3 **SUMMARY**

4 Q. Can you summarize Staff's concerns with Mr. File's direct testimony?

5 A. Yes. Mr. File is making the argument from the Partial Stipulation and
6 Agreement filed in Case No. EO-2020-0227, which was only related to conference and
7 membership costs that would only have occurred because of MEEIA programs. This agreement
8 was not made in reference to a prudence determination without justification for costs. He does
9 not provide support and reasonable justification for the Commission to determine these
10 expenses to be prudent, he simply states that the costs would not have been incurred if it were
11 not for MEEIA. He went as far as lumping each adjusted amount together. Mr. File's testimony
12 does not support that Evergy has provided reasonable justification for each of these expenses;
13 however, in fact, Staff gave Evergy many chances, including sending eight data requests and
14 supplemental data requests, to provide justification for these expenses but were not provided
15 with anything to cause Staff to consider a change in the adjusted amounts.

16 Mr. File does not speak to any single recommended disallowed amount from the Staff
17 Report, he simply lumps them together and uses the blanket response that they were expenses
18 made because of Evergy's MEEIA programs, therefore implying they must be allowed no
19 matter the lack of information and justification provided to Staff.

20 Q. What is a good example of something Staff found reasonable to include in
21 MEEIA as compared to something Staff recommended a disallowance for?

22 A. A good example of this is that there was a recommended adjustment in the
23 amount of \$25,558.18 for gift boxes sent to potential businesses to participate in the

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1 Business Demand Response (“BDR”) program. In this instance, Staff allowed \$575.53 of the
2 total \$26,133.71 for the post cards sent in these gift boxes, because the post cards were a
3 reasonable expense to include in MEEIA since they provided a message to the businesses about
4 MEEIA and energy efficiency. The other gifts in the gift boxes were excessive and not
5 necessary to conduct normal business through MEEIA.

6 Q. Does this conclude your rebuttal testimony in this proceeding?

7 A. Yes, it does.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Second Prudence)
Review of the Missouri Energy Efficiency)
Investment Act (MEEIA) Cycle 2 Energy) **File No. EO-2020-0227**
Efficiency Programs of Evergy Metro, Inc.)
d/b/a Evergy Missouri Metro)

In the Matter of the Second Prudence)
Review of the Missouri Energy Efficiency)
Investment Act (MEEIA) Cycle 2 Energy) **File No. EO-2020-0228**
Efficiency Programs of Evergy Missouri) (consolidated)
West, Inc. d/b/a Evergy Missouri West)

UNANIMOUS PARTIAL STIPULATION AND AGREEMENT

COME NOW Staff of the Missouri Public Service Commission (“Staff”); Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“Evergy Missouri Metro”); Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West”, referenced together with Evergy Missouri Metro as “Evergy” or “Company”); and the Office of the Public Counsel (“OPC”) (collectively the “Signatories”), and present to the Missouri Public Service Commission (“Commission”) for approval this Unanimous Partial Stipulation and Agreement (“Stipulation”) commemorating certain agreements between the Signatories in these consolidated cases. In support of this Stipulation, the Signatories respectfully state as follows:

BACKGROUND

1. On June 30, 2020, in Case Nos. EO-2020-0227 and EO-2020-0228¹, Staff filed its *Reports of Second Prudence Review of Cycle 2 Costs Related to the Missouri Energy Efficiency Investment Act* for Evergy Missouri Metro and Evergy Missouri West.

¹ These cases were subsequently consolidated by order of the Commission issued on August 5, 2020, with File No. EO-2020-0227 as the lead case.

In those Staff Reports, Staff recommended certain disallowances related to (1) administrative expenses and (2) demand response. Evergy submitted a Request for Hearing on July 7, 2020. The Signatories have continued discussions in an effort to resolve this matter, either in whole or in part. As a result of these discussions, the Signatories have agreed to a compromise position regarding the amount of adjustment related to the proposed disallowances related to administrative expenses recommended by Staff² to be made to the DSIM Rate of both Evergy Missouri Metro and Evergy Missouri West. The Signatories further agree that this Stipulation does not resolve the issues related to demand response and Staff's recommended disallowances related to demand response or any separate recommended disallowances proposed by OPC witness Dr. Geoff Marke, and that those issues remain for hearing.

SPECIFIC TERMS AND CONDITIONS

2. Disallowance. In light of the foregoing, the Signatories to this Stipulation agree that, in its next Demand Side Investment Mechanism Rider Schedule DSIM filing to adjust its DSIM Rates, Evergy Missouri Metro shall include a \$10,000 credit to customers as an "Ordered Adjustment" in the "Net Ordered Adjustment" component of its DSIM Rate calculation and Evergy Missouri West shall include a \$5,000 credit to customers as an "Ordered Adjustment" in the "Net Ordered Adjustment" component of its DSIM Rate calculation.

² For purposes of this Stipulation and Agreement, the proposed disallowances related to administrative expenses which are resolved by this Stipulation and Agreement are limited to those recommended by Staff witness Cynthia M. Tandy associated with Conferences and Meetings; Cycle 3 Expenses; Memberships/Sponsorship/Assn. Fees; and Other Expenses; and does not speak to OPC witness Geoff Marke's proposed administrative expense disallowances.

3. Costs Attributable to Future MEEIA Cycles. The Signatories agree that Evergy will defer the recovery of costs attributable to subsequent MEEIA filings to the respective future MEEIA Cycle with which those costs are associated (for example, costs attributable to the preparation of MEEIA Cycle 4 that occur during the time frame of MEEIA Cycle 3 will be deferred to MEEIA Cycle 4 for recovery).

4. Conference and Membership Costs. The Signatories agree that in MEEIA Cycle 3 and going forward, Evergy shall only seek recovery of costs associated with conferences and memberships through DSIM Rates if those costs would not be incurred but for the Company's offering of MEEIA programs. Evergy shall provide Staff justification to support its claim that these costs would not be incurred but for the Company's offering of MEEIA programs.

GENERAL PROVISIONS

5. This Stipulation is intended to relate *only* to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. No Signatory will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this Stipulation except as otherwise specifically set forth herein. Except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this Stipulation in any other proceeding, regardless of whether this Stipulation is approved.

6. This Stipulation has resulted from extensive negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve this Stipulation, or approves it with modifications or conditions to which a Signatory objects, then this Stipulation shall be null and void, and no Signatory shall be bound by any of its provisions.

7. If the Commission does not approve this Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, neither this Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with Section 536.090 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions or memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any further purpose whatsoever.

8. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2000; (2) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to the reading of the transcript by the Commission pursuant to

Section 386.080.2 (RSMo 2000); (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and (5) their respective rights to judicial review pursuant to Section 386.510. These waivers apply only to a Commission order respecting this Stipulation in this above-captioned consolidated proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

9. The Signatories shall also have the right to provide, at any agenda meeting at which this Stipulation is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Signatories shall, to the extent reasonably practicable, provide the other Signatories with advance notice of the agenda meeting for which the response is requested. The Signatories' oral explanations shall be subject to public disclosure, except to the extent they refer to matters that are privileged or protected from disclosure pursuant to the Commission's rules on confidential information.

10. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

11. This Stipulation does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the Stipulation's approval. Acceptance of this Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has or as an acquiescence of any underlying issue. Thus, nothing in this Stipulation is intended to

impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

12. The Signatories agree that this Stipulation should be received into the record without the necessity of any witness taking the stand for examination unless the Commission has questions concerning the issues resolved by this Stipulation.

WHEREFORE, the Signatories respectfully request that the Commission approve this Stipulation and grant such other and further relief as it deems just and equitable.

Respectfully submitted,

/s/ Caleb Hall

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Commission**

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail to counsel of record as reflected on the certified service list maintained by the Commission in its Electronic Filing Information System on this 8th day of January, 2021.

/s/ Jeffrey A. Keevil