

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

In the Matter of Kansas City Power & Light)
Company’s Notice of Intent to File an) File No. EO-2019-0132
Application for Authority to Establish a Demand-)
Side Programs Investment Mechanism)

In the Matter of KCP&L Greater Missouri)
Operations Company’s Notice of Intent to File an) File No. EO-2019-0133
Application for Authority to Establish a Demand-)
Side Programs Investment Mechanism)

**EVERGY MISSOURI METRO’S AND EVERGY MISSOURI WEST’S
MOTION FOR EXPEDITED TREATMENT**

COMES NOW, Evergy Metro, Inc. d/b/a Evergy Missouri Metro and (“EMM”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“EMW”)¹ (collectively “Evergy” or the “Company”), and, for their *Motion for Expedited Treatment* (“Motion”), state as follows:

1. On March 11, 2019, the Missouri Public Service Commission (“Commission”) issued its *Amended Report and Order* (“Amended Report and Order”) in the above-captioned dockets directing the Company to file a Pay As You Save[®] (“PAYS[®]”) program.

2. On June 3, 2021, the Company filed its *Notice of Filing of PAYS[®] Pilot Program* (“Pilot”), along with the supporting direct testimony of Company witness Brian File (“File Direct”).

3. On July 19, 2021, Staff (“Staff”) for the Commission filed its *Recommendation for Approval with Modifications* (“Staff Recommendation”).

¹ Effective October 7, 2019, Evergy Metro Inc. d/b/a Evergy Missouri Metro adopted the service territory and tariffs of KCP&L and Evergy Missouri West, Inc. d/b/a Evergy Missouri West adopted the service territory and tariffs of GMO. However, since the above MEEIA cases were filed using the KCP&L and GMO names, those names will be used in this pleading.

4. On September 2, 2021, the Company filed a *Stipulation and Agreement Resolving PAYS® Earnings Opportunity Issues* (“Agreement”) on behalf of the signatory parties along with substitute tariff sheets.

5. On September 15, 2021, the Commission issued its *Order Approving Stipulation and Agreement, Ending Tariff Suspension, and Approving Tariff* (“Order”).

6. As a result of the Commission’s Order, tariff Tracking Nos. YE-2021-0221 (as substituted on September 2, 2021 and September 13, 2021) and JE-2021-0222 (as substituted on September 2, 2021) became effective on September 25, 2021.

7. The Company is approved for 2023 PAYS® based on the MEEIA 3 extension granted in these dockets on June 16, 2022.² However, because the PAYS® pilot program is set to expire on September 25, 2022 (based on the original 12-month pilot), the Company wants to ensure it can bridge the gap between Sept 2022 and Jan 2023.

8. As such, the Company requests that the Commission issue an order on an expedited basis approving tariff revisions with Tracking Nos. YE-2023-0054 (Metro) and YE-2023-0055 (West) (attached hereto as **Exhibit A**) with an effective date of September 25, 2022.

9. Staff (“Staff”) for the Commission and the Office of the Public Counsel (“OPC”) have indicated that they do not oppose the Company’s Motion.

WHEREFORE, Evergy Missouri Metro and Evergy Missouri West submit this Motion for Expedited Consideration to the Commission.

² See, *Order Approving Tariff in Compliance with Commission Order*.

Respectfully submitted,

/s/ Roger W. Steiner

Roger W. Steiner, MBN 39586

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**Attorneys for Evergy Missouri Metro and
Evergy Missouri West**

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand delivered, emailed or mailed, postage prepaid, to all counsel of record in this case on this 9th day of September 2022.

/s/ Roger W. Steiner

Counsel for Evergy Missouri Metro and
Evergy Missouri West

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO

P.S.C. MO. No. 2 1st ~~Original~~ Revised Sheet No. 1.96A

Canceling P.S.C. MO. No. 2 ~~Revised~~ Original Sheet No. 1.96A

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

22.17 RESIDENTIAL PAY AS YOU SAVE® PILOT PROGRAM (continued)

DEFINITIONS APPLICABLE TO RESIDENTIAL PAY AS YOU SAVE® PILOT: (continued)

Project- Scope of work determined by the Program based on home characteristics, program data collection, and analysis.

Qualifying Project-Project scope of work meeting Program criteria (Project cost, including Program Partner /Contractor/Trade Ally pricing and Program fees, is equal to or less than 80% of the estimated post upgrade cost savings over 80% of the upgrades Estimated Life).

Service Charge- Monthly charge assigned to the location recovering Program costs for upgrades, fees, any required taxes, applicable cost of capital, or costs for customer-caused repairs as described in section 4.

AVAILABILITY:

The Pilot Program is available for participation to qualifying residential customers receiving services under Missouri Residential rates for the Pilot period of September 13, 2021- ~~September 30~~ December 31, 2022. The Service Charge for Participants will not exceed 12 years from the first Service Charge.

In order to qualify as a Participant, customers must either own the home or the owner must sign an Owner Agreement agreeing to maintain the upgrades, and to not damage or remove the upgrades from the location. The owner must also agree to provide Property Notice of the benefits and obligations associated with the upgrades at the location to the next owner or customer before the sale or rental of the property.

Projects that address upgrades to existing homes deemed unlikely to be habitable or to serve their intended purpose for the duration of the Company's cost recovery term will not be approved unless repairs are made that will extend the life through the Company's cost recovery period. If a building is a manufactured home, it must be built on a permanent foundation and fabricated after 1996 to be eligible.

For homes with concerns identified in the initial Analysis, a referral process will be put in place to provide customers with other programs or organizations that can help resolve those concerns.

PROGRAM DESCRIPTION:

The Company will hire a Program Administrator to implement the Pilot Program. The Program Administrator will provide the necessary services to effectively implement the program.

The Program will include the following:

- **Tier 1**-Visual home inspection with direct install of energy saving measures.
- **Tier 2**- Homes that do not have concerns which make the location unlikely to produce benefits for the lifetime of the energy efficiency upgrades will move forward with more in-depth data collection using blowing door and cut blaster/pressure pans to record actual home features and conditions.

Issued: September 9, 2022~~June 3, 2021~~
2022~~September 13, 2021~~

Issued by: Darrin R. Ives, Vice President

Effective: October 9,

1200 Main, Kansas City, MO 64105

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO

P.S.C. MO. No. 2 1st Revised Sheet No. 1.96A
Canceling P.S.C. MO. No. 2 1st Original Sheet No. 1.96A
For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

22.17 RESIDENTIAL PAY AS YOU SAVE® PILOT PROGRAM (continued)

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 ~~6th~~^{7th}
Canceling P.S.C. MO. No. 1 ~~5th~~^{6th}

Revised Sheet No. R-64.02
Revised Sheet No. R-64.02

Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.16 RESIDENTIAL PAY AS YOU SAVE® PILOT PROGRAM

(continued)

Service Charge – Monthly charge assigned to the location recovering Program costs for upgrades, fees, any required taxes, applicable cost of capital, or costs for customer-caused repairs as described in section 4.

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- **Tier 3** - Custom project – the program analyzes usage history, assessment data, and Program Partner installation costs to determine each participant's unique qualifying scope of work. The qualifying scope of work ensures that 80% of the estimated post upgrade savings over 80% of the lifetime of the measures makes up the monthly tariff charge; while 20% of the estimated post upgrade savings immediately flow to the participant, capped at 12 years.
 - Co-Pay option: If a project is not cost-effective, customers may agree to pay the portion of a project's cost that prevents it from qualifying for the Program as an upfront payment to the Program Partner.
 - The first three Tiers of the process described above are completed in the initial home visit.

Issued: ~~September 9, 2022~~^{June 3, 2021}
~~2022~~^{September 13, 2021}

Effective: October 9,

Issued by: Darrin R. Ives, Vice-President

Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

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