

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

In the Matter of Evergy Metro, Inc. d/b/a)	
Evergy Missouri Metro’s and Evergy)	<u>File No. ET-2024-0182</u>
Missouri West, Inc. d/b/a Evergy Missouri)	Tracking No. JE-2024-0081 &
West’s Solar Subscription Rider Tariff)	JE-2024-0082
Filings)	

**STATEMENT OF POSITION OF
RENEW MISSOURI ADVOCATES**

COMES NOW Renew Missouri Advocates d/b/a Renew Missouri (“Renew Missouri”), pursuant to the Commission’s March 26, 2024 Order, and for its Statement of Position submits the following:

LIST OF ISSUES

1. *What are appropriate billing provisions at this time for SSP participants served on schedule RPKA, and when should those provisions take effect?*

Renew Missouri takes no position on this issue at this time.

2. *Should SSP participants be allowed to take service on schedule RTOU2? If so, what are appropriate billing provisions and when should those provisions take effect?*

3. *Should SSP participants be allowed to take service on schedule RTOU3? If so, what are appropriate billing provisions and when should those provisions take effect?*

4. *Should SSP participants be allowed to take service on schedule RTOU? If so, what are appropriate billing provisions and when should those provisions take effect?*

5. *Should SSP participants be allowed to take service on schedule RTOU-EV? If so, what are appropriate billing provisions and when should those provisions take effect?*

Renew Missouri’s position is that all participants to any solar subscription program, net metering and interconnection agreement, or other renewable energy access arrangement with an electric utility (including Evergy’s SSP at issue in this case) should be allowed to take service under all rate options available to non-participating customers. This position is informed by the precedent set in the Net Metering and Easy Connection Act – Section 386.890, RSMo. – which states:

3. A retail electric supplier shall: (2) Offer to the customer-generator a tariff or contract that is identical in electrical energy rates, rate structure, and monthly charges to the contract or tariff that the customer would be assigned in the customer were not an eligible customer-generator but shall not charge the customer-generator any additional standby, capacity, interconnection, or other fee or charge that would not otherwise be charged if the customer were not an eligible customer-generator.

While the above provision applies only to net metering arrangements, Renew Missouri believes the same logic should be applied to solar subscription products. Customers should not have their options limited or receive different treatment simply because they have chosen to support their utility in pursuing additional renewable development. Renewable subscription products are legal fictions, in that there is no delivery of power or change in electrical service to the customer; the difference exists only at the billing level. Renew Missouri takes no position as to the specific billing provisions or when such provisions should take effect.

6. *Should provisions to clarify the non-bypassability of any SUTC in the application of SSP billing provisions be incorporated into the SSP tariff?*

7. *Should the SSP Solar Block Cost pricing be changed and if so when should that change take effect?*

8. *Should the SSP Non-Residential subscription level terms be changed?*

9. *Should the SSP program expansion terms regarding the addition of resources and the removal of the three month waiting period for Non-Residential customers be changed?*

10. *Should Evergy pay subscribers for any excess generation of the solar resource at the parallel generation rate?*

Renew Missouri takes no position on the above issues at this time.

Respectfully Submitted,

/s/ Andrew J. Linhares, #63973

Renew Missouri Advocates
3115 South Grand Blvd, Suite 600
St. Louis, MO 63118
(314) 471-9973
andrew@renewmo.org

COUNSEL FOR RENEW MISSOURI
ADVOCATES

CERTIFICATE OF SERVICE

The undersigned by his signature below certifies that the foregoing pleading was served upon all counsel of record on this 28th day of March, 2024, by electronic mail.

/s/ Andrew J. Linhares