

Exhibit No. 4

Exhibit No.:
Issue: Solar Subscription Rider
Witness: Bradley D. Lutz
Type of Exhibit: Surrebuttal Testimony
Sponsoring Party: Evergy Missouri Metro
and Evergy Missouri West
Case No.: EO-2024-0182
Date Testimony Prepared: March 22, 2024

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: ET-2024-0182

SURREBUTTAL TESTIMONY

OF

BRADLEY D. LUTZ

ON BEHALF OF

EVERGY MISSOURI METRO and EVERGY MISSOURI WEST

**Kansas City, Missouri
March 2024**

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SURREBUTTAL TESTIMONY

OF

BRADLEY D. LUTZ

Case No. ET-2024-0182

1 **Q: Please state your name and business address.**

2 A: My name is Bradley D. Lutz. My business address is 1200 Main, Kansas City, Missouri
3 64105.

4 **Q: Are you the same Bradley D. Lutz who submitted direct testimony in this docket on**
5 **February 2, 2024, and rebuttal testimony on March 12, 2024?**

6 A: Yes.

7 **Q: On whose behalf are you testifying?**

8 A: I am testifying on behalf of Evergy Metro, Inc. d/b/a Evergy Missouri Metro (“Evergy
9 Missouri Metro”) and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy
10 Missouri West”) (collectively, the “Company”).

11 **Q: What is the purpose of your surrebuttal testimony?**

12 A: The purpose of my Surrebuttal Testimony is to address a number of issues presented by
13 the Staff of the Missouri Public Service Commission (“Staff”). Those issues include:

14 I. Address comments and concerns about the Company’s proposed Solar
15 Subscription Rider program (“SSP”) expansion and participation language
16 changes;

17 II. Address comments and concerns about the Company’s data supporting
18 peak/non-peak allocations;

1 protecting those existing participants from the increased cost. If solar resource costs do in
2 fact increase, it is reasonable to expect that retail rates will be higher at that future time,
3 preserving an economic incentive for participation. Steps will be taken to uniquely identify
4 the solar resource costs associated with each expansion and the program design could be
5 modified to address any administrative complexities that develop.

6 **Q: Staff suggests the Hawthorn resource is not fully utilized and expansion should be**
7 **delayed. Do you agree?**

8 A: No. The SSP program is fully subscribed in both Missouri jurisdictions and each
9 jurisdiction has a waitlist in place.

10 **Q: Mr. Cunigan states that “Each Company has an additional 2.5 MW of solar capacity at**
11 **the Hawthorn Solar facility that can be used for the SSP once the waitlist reaches 1,000**
12 **shares or 0.5 MW”. Is this true?**

13 A: In part. Each Company has the potential to reassign 2 MW of the Hawthorn solar resource
14 currently built to comply with 393.1665 for the benefit of all customers, not 2.5 MW. Each
15 Company has reserved 0.5 MW of the Hawthorn solar resource to serve the Low Income
16 Solar Subscription Pilot Programs recently approved for the Missouri jurisdictions.

17 **Q: Should the availability of this additional solar capacity be a factor in considering the**
18 **language change proposed to facilitate expansion??**

19 A: No. To be clear, the proposed language to facilitate expansion is:

20 When an additional solar resource is added to the Program, if the Solar
21 Block cost associated with new additional resource costs less than the
22 previous solar resource, then the levelized cost of the new solar resource
23 will be averaged with the remaining levelized cost of existing solar
24 resource(s) to determine the new price for the cost of the Solar Block. If the
25 Solar Block cost of the new additional resource costs more than the previous
26 solar resource, then the levelized cost of the new solar resource will not be
27 averaged with the remaining levelized cost of the existing solar resource(s).

1 Enrolled subscribers on the waiting list for the new solar resource will pay
2 the Solar Block cost for the new resource while previous participants will
3 continue to pay the lower Solar Block cost of the previous resource(s)
4 already in operation

5 By making this change, the Company seeks to clearly identify how the program will be
6 expanded and expectations around the associated resource pricing. When the time comes
7 to execute the expansion, after available capacity is consumed, the Company will seek a
8 Certificate of Convenience and Necessity and then update the SSP tariff to reflect the
9 resource, providing ample opportunity to evaluate the cost effectiveness of the proposed
10 resource and to address any developing complexities.

11 **Q: Staff introduces another concern for the first time in rebuttal testimony with the**
12 **Company’s proposed program expansion terms, suggesting the removal of the 3-**
13 **month waiting period for non-residential subscription is problematic. How do you**
14 **respond?**

15 A: I disagree. The Availability section of the current SSP tariff states,

16 Total participation of non-residential Customers will be limited to no more
17 than 50 percent of the total solar resource capacity during the first three
18 months of the solar resource in-service date. After three months, at the
19 Company's sole discretion, all available solar resource capacity may be
20 made available to all eligible customers.

21 These terms were added to ensure that residential customers are given sufficient time to
22 subscribe to the initial resource established for the SSP program and as discussed in my
23 Direct Testimony, the terms were successful resulting in 99% of the participants being
24 residential customers. Going forward, the wait list now serves as the means for ensuring
25 participation by residential customers. Participants are served on a first come, first served
26 basis.

1 **Q: In examining peer solar subscription programs, do you see a similar wait period based**
2 **on customer class?**

3 A: No. I examined the Ameren Community Solar program and note it is open to customers
4 on a first come, first served basis. The Company proposed change would align these
5 aspects of the solar programs.

6 **Q: Do you expect the revisions to accommodate program expansion and participation to**
7 **support or even increase customer subscription in the program?**

8 A: Yes. Each of the proposed changes is designed to strengthen the Company's ability to
9 respond to growing customer demand for renewable energy. The Company's response can
10 be more timely and more proactive than under the original SSP program design. Review
11 of Staff testimony offered thus far in this case seems to highlight a concern about
12 maintaining subscription of the program. These changes will allow for more participation
13 and set a path for the program to grow in step with customer interest. If successful, these
14 changes will help maintain subscription levels and avoid the "harm" to nonparticipants
15 anticipated by Staff. I recommend the Commission accept the proposed language changes
16 to enhance program participation and facilitate further expansion of the SSP program.

17 **II. PEAK/NON-PEAK DATA**

18 **Q: Staff asserts the data provided for the Hawthorn solar facility is inaccurate and**
19 **unreasonable. How do you respond?**

20 A: I disagree with that assessment. Staff first asserts the Company relied on running totals
21 instead of incremental hourly generation in producing the peak/non-peak allocations.
22 Company personnel verified the files shared with Staff contains both data attributes, but
23 the Company allocation percentages were derived using the incremental amounts,

1 consistent with the approach used by Staff. This is supported by the fact that our resulting
2 peak percentages were similar, 19% on peak from Staff and 21% on peak from the
3 Company. The remaining variation is due to the Staff approach to factor the data to remove
4 weekends. Table 1 below compares the proposed allocations.

5 **Table 1**

	Every Allocation Hawthorn 2023	Every Allocation Greenwood 2022	Staff Allocation Greenwood 2022
Summer			
Off Peak	50%	74%	81%
Super Off Peak	29%		
On Peak	21%	26%	19%
Winter			
Off Peak	50%	77%	78%
Super Off Peak	29%		
On Peak	21%	23%	22%

6
7 Staff then identifies 655 lines of missing data as an additional problem with the Company
8 data. Company personnel reexamined the data set, determining that about 115 lines were
9 truly representative of zero usage. It was confirmed that the remaining data was missing,
10 most likely due to metering communication gaps. The missing data was observed to be
11 sporadic, absent of clusters or patterns. It was observed that only six of the missing data
12 points occurred during the summer season and that about 102 occurred during the peak
13 period. It is the Company position that these missing data points are not oriented in such
14 a way as to impact the overall percentages. Although steps could be taken to refine the
15 data set, the Company does not support the Staff claim that the data is inaccurate or
16 unreasonable.

1 **Q: In your opinion, is the Hawthorn data more applicable to this need than of the**
2 **Greenwood data?**

3 A: Yes. Although the Greenwood data was used initially due to availability, the Hawthorn
4 solar resource is a single axis tracking system where Greenwood is a fixed array. The
5 single-axis tracking provides more consistent production through the changing season,
6 improving the overall output of the system. However, the Company has observed that
7 regardless of the source data used or the variation in approach, the resulting proposed
8 allocations are similar, and each would be useful in executing the billing procedures
9 proposed for the expanded residential TOU rates.

10 **Q: Staff highlights the one month lag in application of the generation of the participant**
11 **bills. Is this a factor in the determination of the allocation percentages?**

12 A: No. While it is true the tariff allows for a lag of one month for purpose of processing billing,
13 the Company does not see a reason to account for this lag in the determination of the peak
14 and non-peak allocations. By its very nature, customer billing introduces timing variations.
15 Further, the overall design of the program is structured to align the solar production on an
16 annual basis, not on a month to month basis. It is expected some variation will occur.

17 **Q: After review of the Staff testimony, do you still recommend the Commission accept**
18 **the Company proposal?**

19 A: Yes.

III. BILLING PROVISIONS

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Q: For RPKA Staff asserts the Company proposed billing provision is not reasonable. How do you respond?

A: To a degree, I can accept this assertion. In retrospect, the original billing provisions is terse. I support that the language could be improved to better describe the billing provision. The Company proposes to clarify the RPKA billing provision to detail the order of processing. To facilitate processing and to simplify the billing, the Company proposal applies the On Peak Credit element of the RPKA rate design to the net energy use. Below is an example, Figure 1, of how the billing provision would be applied.

Figure 1

Inputs for Monthly Billing			
Measured Use	1000 kWh		
Measured On Peak	600 kWh		
Measured Super Off Peak	150 kWh		
SSP Allocation	500 kWh		
Net Use	500 kWh		

Billing Procedure	Determinant	Tariff Price	Bill Amount
Customer Charge	1	\$ 12.00	\$ 12.00
Energy Charge			
First 600 kWh	500	\$ 0.14094	\$ 70.47
Next 400 kWh	0	\$ 0.14094	\$ -
Over 1000 kWh	0	\$ 0.15094	\$ -
Peak Adjustment Charge	500	\$ 0.01000	\$ 5.00
Peak Adjustment Credit	150	\$ 0.01000	\$ 1.50
			\$ 85.97

Q: For RTOU, RTOU2 and RTOU3 Staff asserts the Company billing provisions are unclear and problematic. How do you respond?

A: I also accept this assertion and have proposed revised billing provisions to address. The original Company proposal sought to simplify the allocation process, focusing mainly on the peak period and allocating the non-peak to the remaining periods. It was thought this

1 approach could reduce the tariff complexity. However, Staff is correct that the language
2 was not adequate to clearly inform customers about the billing provisions. To help detail
3 this and the other revisions found acceptable to the Company, I offer a specimen tariff,
4 Exhibit BDL-1 to reflect the updated Company proposal. This version is based on the
5 original proposed tariff and includes the billing provision clarifications mentioned in
6 testimony as well as adjustments for excess energy compensation suggested by Staff
7 witness Cedric Cunigan and clarification of Securitization Utility Tariff Charge
8 applicability proposed by Staff Witness Sarah Lange.

9 **Q: Would this alternate billing procedure language proposed by the Company be**
10 **achievable by December 31, 2024?**

11 A: Yes.

12 **Q: Is the Company able to estimate the cost of configuration for the Staff billing**
13 **procedure and the Company billing procedure?**

14 A: No, not with confidence. Accurately estimating the costs of configuration is dependent on
15 detailed specifications and requirements. For this work, there are two variables that could
16 dramatically impact the cost estimate, the complexity of the billing procedure and the time
17 allowed for configuration. As offered earlier in this testimony, the Staff billing procedures
18 include multiple steps and rely on comparison to customer specific data to execute. This
19 complexity will increase the cost to achieve. Similarly, if the Company is ordered to
20 accelerate the deployment of these configurations, the Company may be compelled to turn
21 to third party contractors to execute the work, considerably increasing the cost. The
22 Company has taken preliminary steps to develop the work scope and execution plans to

1 design, build, test and execute the Company proposed billing procedure and complete it by
2 December 31,2024. In my opinion, this represents the most cost effective option.

3 **Q: Ms. Lange clarifies that Staff does not propose that SSP participants must have access**
4 **to the expanded TOU rates. What is the Company position?**

5 A: I agree that it is not necessary that residential SSP participants be provided access to all of
6 the TOU variants. As I have stated elsewhere in my testimony, SSP participants are
7 primarily interested in access to renewable energy, not their retail rate. Participants are
8 currently limited to the RPKA option, and the Company has not observed cancellation of
9 subscriptions or received customer inquiries concerning the other TOU rates. The
10 Commission may choose to limit the rate availability to the RPKA rates and continue this
11 approach. Admittedly, this outcome has many benefits as it would eliminate need for
12 further bill system configuration and would avert a need for the Commission to establish a
13 method for allocation of solar resource output between the TOU periods. Additionally, it
14 is important to remember, as I offered in my Direct testimony, that approximately 84% of
15 Evergy's residential customers are on the RPKA option, or that about 16% have selected
16 an alternative TOU rate. If one were to apply that same proportion to SSP participants, then
17 only about 120 SSP participants would be inclined to select an alternative TOU rate.
18 Therefore, configuration of the billing system and incurring additional costs to
19 accommodate 120 SSP participants should be considered.

20 **Q: If the Commission wishes to expand residential TOU rate availability, in your**
21 **opinion, should the Commission accept the modified Company proposal?**

22 A: Yes. The Company acknowledges the benefit of more specific language concerning the
23 billing procedure but upholds its position that the Company proposed billing procedures

1 are preferred in that that can be implemented more quickly and at a lower cost than the
2 proposed Staff billing procedures. The additional detail of the Staff approach yields
3 minimal additional benefit to participants and considerably complicates billing.

4 IV. RATE IMPLEMENTATION

5 **Q: In this testimony Staff states the Company should be prepared to implement on a**
6 **reasonable timeline. Have steps been taken to achieve this goal?**

7 A: Yes. The Company has taken steps to be prepared and seek to minimize the time required
8 to implement the revised tariffs. However, it is not possible to anticipate all outcomes and
9 avoid unnecessary expenditure of effort. If new tariff terms are not confirmed until the
10 final order in this case, the Company has no choice but to react then and seek to expedite
11 as much as practical.

12 **Q: Please describe the work needed to implement a new rate within the Company system.**

13 A: When the Company seeks to make changes to its production systems, employees follow a
14 structured process to ensure the changes are appropriate and well executed to ensure a
15 predictable outcome and minimize risk of problems for the overall systems. Efforts begin
16 with definition of business and system requirements. These requirements are used to frame
17 the scope of the proposed modification and ensure all contingencies are considered. Based
18 on the established requirements Company personnel execute the needed customizations
19 and configurations within a test environment established within the Company systems. The
20 test environment is used to verify the work performed. Once tests are completed, the
21 Company will “promote” the customizations and configurations to the Company
22 production environment. Company documentation and maintenance processes are

1 modified as needed to memorialize the system change and make sure it is managed going
2 forward.

3 **Q: Are these steps required for any rate change made within the Company billing**
4 **system?**

5 A: Yes.

6 **Q: Staff suggests the Commission take quick action to address billing procedures for the**
7 **expanded residential TOU rates. Do you agree with this urgency?**

8 A: In part. I support that generally sooner is better than later, but I cannot support that
9 accelerating billing procedure change is appropriate at any cost. Staff's testimony
10 characterizes the work the Company performs to execute these system changes as "delay."
11 I am troubled by this view as it mischaracterizes the hard work and diligence needed to
12 ensure the Company systems are configured properly and provide reliable service to
13 customers. The Company is seeking to be transparent about the many steps that occur
14 "after the Order." I encourage the Commission to recognize this work for what it truly is
15 and not accept that this necessary timing is representative of obstruction or procrastination.

16 **Q: Are participants experiencing harm while the Commission resolves these issues?**

17 A: No. All 747 SSP participants are still receiving renewable energy as expected and are
18 receiving service under the RPKA tariff, the same rate option used by approximately 84%
19 of the Evergy residential customers in Missouri.

1 **V. SERVICE AND ACCESS CHARGE**

2 **Q: Staff offers a response to your testimony about expansion of the Service and Access**
3 **charge. Does this response address your concern?**

4 A: No. While the correspondence offered by Staff in Schedule SLKL-r1 represents a portion
5 of our exchange on SSP matters, my concern about the Service and Access charge is not
6 related to the literal time of solar generation being used for the usage offset.

7 **Q: What is your concern?**

8 A: As discussed in my Direct Testimony, the Service and Access charge was added to ensure
9 participants contributed to the cost of the grid as part of the energy delivery associated with
10 the SSP program design. There is little advantage to attempt further division of the charge
11 in an attempt to reflect seasonal or rate code level differentials. I would add that
12 incorporating additional variations of the Service and Access Charge will accomplish little
13 more than increasing the complexity of the billing and our educating of participants
14 concerning the charges associated with the SSP program.

15 **VI. SUMMARY OF TESTIMONY**

16 **Q: Would you please summarize the key elements of your rebuttal testimony?**

17 A: Yes. In addition to the Company recommendations made in our Direct and my Rebuttal
18 testimony, I offer the following recommendations in response to Staff Rebuttal testimony
19 received. First, I disagree with Staff concerns about proposed tariff language changes to
20 enable SSP expansion, particularly those concerns based on the assertion the Company will
21 use the new language to avoid its due diligence in seeking cost-effective projects to support
22 the SSP expansion. The initial resource allocation of the Hawthorn solar facility for the
23 SSP program has been fully subscribed and steps should be taken to continue the growth

1 of this renewable energy alternative. Residential customer preferences established with
2 the original tariff have served their purpose and the SSP should be modified to follow the
3 customer demand, regardless of the customer class expressing the demand.

4 Second, energy production data from the Company Hawthorn solar facility is a
5 reliable source of data to inform peak and non-peak allocations to enable expanded TOU
6 rate availability for residential participants. Despite small amounts of missing data, the
7 allocations produced are reasonable and track closely with those adopted by Staff in their
8 testimony. Allocations based on the Hawthorn production data reflect the single axis
9 tracking capabilities of the facility and since this is the resource serving the SSP, it is
10 expected to be representative of production going forward.

11 Next, the Company acknowledges Staff criticisms of the original billing provisions
12 offered by the Company and has refined the associated language. The Company also
13 accepts Staff comments concerning the treatment of excess production and clarification of
14 the applicability of the Securitization Utility Tariff Charge. A new specimen tariff,
15 Schedule BDL-1 is offered to reflect these changes. The Company supports that the
16 Commission should act sooner than later to address the matters reflected in the specimen
17 tariff and discussed within testimony, but the Company reinforces participants are not
18 being harmed while these issues are being resolved and that time required to execute
19 system configurations and customizations are necessary to ensure work follows established
20 system controls and Company billing systems operating properly.

21 Finally, the Company continues to believe the Service and Access charge, as a
22 single value combined with the Solar Block Charge is an appropriate means to account for

1 costs to connect the resource to the energy grid and ensure participants are contributing
2 fairly to that cost recovery.

3 **Q: Does that conclude your testimony?**

4 **A:** Yes, it does.

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

P.S.C. MO. No. 7 65th Revised Sheet No. 39
Canceling P.S.C. MO. No. 7 54th Revised Sheet No. 39

For Missouri Retail Service Area

SOLAR SUBSCRIPTION RIDER Schedule SSP
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PURPOSE:

The purpose of the Solar Subscription Pilot Rider (Program) is to provide a limited number of Customers the opportunity to voluntarily subscribe to the generation output of a solar resource and receive electricity from solar resources.

Program Participants will subscribe and pay for Solar Blocks of five hundred (500) watts (W AC) each. Energy produced by the subscribed Solar Blocks will offset an equivalent kWh amount of energy they receive and are billed for under their standard class of service. This program may be expanded, depending on Customer interest and with Commission approval, after successful completion of the initial offering. If the Company does not receive a sufficient number of subscriptions for the Program, the Company may request Commission approval to terminate this Schedule SSR.

The Company will seek to construct systems to be located in the most economic Missouri or adjacent state location, selecting the alternative with the lowest cost for implementation. Information concerning the decision will be provided to the Commission Staff and the Office of Public Counsel. Evergy Missouri Metro and Evergy Missouri West will combine the subscription requirements in sizing the solar resource. Opportunities to co-locate with other Company solar deployment will be considered. If deployed as the single system, the Solar Blocks will be split between the companies based on the same ratio as the expected Customer subscriptions. Once the Solar Block split is established, that amount will be fixed for the life of the solar resource. Any subsequent solar resource built under this tariff will also be split between the companies using the same approach, based on a ratio of the then expected Customer subscription and similarly fixed for the duration of that solar resource.

AVAILABILITY:

This Rider is available to any Customer currently receiving permanent electric service under the Company's retail rate schedules. Beginning October 1, 2023, and no later than December 31, 2023, with the date of transition based on billing cycle, and thereafter, Residential Customers must be receiving service under Residential Peak Adjustment Service, Schedule RPKA. Beginning January 1, 2025, Residential Customers may receive service under any of the then available Residential rate schedules. Customers must complete the required Participant Agreement and have an account that is not delinquent or in default.

Participants will be enrolled on a first-come, first-served basis. Service under this Rider will be limited to the Solar Blocks available to the jurisdiction, as described in the Purpose section. Customers applying but not allowed into the Program due to Solar Block unavailability will be placed on a waiting list and incorporated into the Program in the order they are received. Should Solar Blocks become available due to construction of additional solar resources or subscription cancellations, Customers on the waiting list will be offered the opportunity to subscribe. Subscription hereunder is provided through one meter to one end-use Customer and may not be aggregated, redistributed, or resold.

~~Total participation of non-residential Customers will be limited to no more than 50 percent of the total solar resource capacity during the first three months of the solar resource in-service date. After three months, and at the Company's sole discretion, all available solar resource capacity may be made available to all eligible Customers.~~

This Rider may not be combined with any other renewable energy program offered by the Company for the same Customer account.

Customers receiving Unmetered, Lighting, or Net Metering Service are ineligible for this Program while participating in those service agreements. This schedule is not available for resale, standby, breakdown, auxiliary, parallel generation, or supplemental service.

Issued: December ~~21, 2022~~ 2023

Effective: January 1, ~~2023~~ 2024

Issued by: Darrin R. Ives, Vice President

1200 Main, Kansas City, MO 64105

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

P.S.C. MO. No. 7 4th~~3rd~~ Revised Sheet No. 39A

Canceling P.S.C. MO. No. 7 3rd~~2nd~~ Revised Sheet No. 39A

For Missouri Retail Service Area

Solar Subscription Rider
Schedule SSP

AVAILABILITY: (Continued)

~~Customers receiving Unmetered, Lighting, or Net Metering Service are ineligible for this Program while participating in those service agreements. This schedule is not available for resale, standby, breakdown, auxiliary, parallel generation, or supplemental service.~~

PRICING:

The Solar Block Subscription Charge for energy sold through this Program is comprised of the Solar Block Cost and the Services and Access Charge; ~~estimated to be \$0.1284 144360.13131 per kWh, made up of two costs:~~

~~1. The Solar Block cost of \$0.088411; and~~

~~2. The Services and Access charge of \$0.040512540 per kWh.~~

<u>Resource</u>	<u>Solar Block Subscription Charge</u>	<u>Solar Block Cost</u>	<u>Services and Access Charge</u>
<u>Hawthorn</u>	<u>\$0.13131</u>	<u>\$0.09131</u>	<u>\$0.040</u>

The Solar Block cost is defined by the total cost of the solar resources built to serve the program. The Services and Access charge will be adjusted when rates are reset in future rate cases by the average percentage change to volumetric rates in those future rate cases, unless a party provides a cost study demonstrating that it would be unreasonable to adjust the Services and Access. When an additional solar resource is added to the Program, if the Solar Block cost associated with new additional resource costs less than the previous solar resource, then the levelized cost of the new solar resource will be averaged with the remaining levelized cost of existing solar resource(s) to determine the new price for the cost of the Solar Block. If the Solar Block cost of the new additional resource costs more than the previous solar resource, then the levelized cost of the new solar resource will not be averaged with the remaining levelized cost of the existing solar resource(s). Enrolled subscribers on the waiting list for the new solar resource will pay the Solar Block cost for the new resource while previous participants will continue to pay the lower Solar Block cost of the previous resource(s) already in operation. ~~Additional solar resources will be added only if the price is less than or equal to the previous price or otherwise deemed beneficial relative to the standard rates.~~

SUBSCRIPTION LEVEL:

Residential pParticipants may subscribe to Solar Blocks that, when combined, are expected to generate up to 50 percent of their annual energy. Non-Residential participants may subscribe to Solar Blocks that, when combined, are expected to generate up to 100 percent of their annual energy. During initial sign-up, the Customer will designate their desired subscription percentage in increments of 10 percent. The Company will provide to the Customer the number of Solar Blocks necessary to supply their subscription percentage based on the Customer's annual energy usage (Subscription Level). The Customer's annual energy usage will be determined in one of two ways. If during initial signup the Customer has 12 consecutive months of usage history at the address where the subscription is being requested, then the annual energy will be the energy consumed during that 12-month usage history. If the Customer does not have 12 consecutive months of usage history at the address where the subscription is being requested, then the annual energy will be estimated by the Company. The calculation for the number of Solar Blocks is equal to the

annual energy (in kWh) divided by the expected annual energy production of one block rounded down to the lowest whole number. A Customer must have sufficient annual usage to support subscription of at least one Solar Block.

Subscription levels will be recalculated monthly if one of the following actions takes place in the previous month: (1) a new subscriber is added; (2) a subscription is cancelled; or (3) a subscription is transferred. All changes in Subscription status will occur at the end of the respective billing month in which the status change is requested.

A Participant may change their subscription level only once in any 12-month period after the initial 12-month subscription. In the event there is a significant and regular reduction in Participant metered energy consumption, the Company, at its sole discretion, may adjust the Participant's subscription level after customer notice.

Participants may not combine loads across the companies for achieving participation limits, determination of subscription levels, or aggregated billing. Loads will not be combined across companies for the purpose of applying minimum term limits.

Issued: December ~~21, 2022~~ 2023

Effective: January 1, ~~2023~~ 2024

Issued by: Darrin R. Ives, Vice President 1200 Main, Kansas City, MO 64105

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

P.S.C. MO. No. 7 ~~4th~~ Revised Sheet No. 39B

Canceling P.S.C. MO. No. 7 ~~3rd~~ Revised Sheet No. 39B

For Missouri Retail Service Area

SOLAR SUBSCRIPTION RIDER
Schedule SSP

BILLED PURCHASE QUANTITY:

The quantity of energy that will be purchased by a Participant for each monthly billing cycle will be computed as follows:

$$PQ = \frac{SL}{TSC} \cdot AME$$

Where,

PQ = Monthly Purchase Quantity in kWh

SL = Subscription Level in kW AC

TSC = Total Solar System Capacity in kW AC

AME = Actual Monthly Energy Produced by the Solar Resource in kWh.

MONTHLY BILLING:

1. The monthly energy production of the solar resource will be measured and apportioned to each Participant based on their respective Subscription Level. To facilitate billing, energy production will be applied to the monthly billing one month after it occurs.

2. For non-Residential and Residential Customers receiving service under Schedule PRRPKA, the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant for the billing month. On Peak Charges will be based on the net energy consumed and shall not be less than zero for the month. Should the total solar resource energy production amount for a given month be larger than the Participant's metered energy consumption, the net energy will be credited to the Customer at the then current rate for energy set by the Company Parallel Generation tariff. Should the solar resource energy production amount for

~~a given month be larger than the Participant's metered energy consumption, the net energy will be zero for that month.~~

After January 1, 2025, for Residential Customers receiving service under Schedules TOU, RTOU-2, or RTOU-3, the Participant's share of the solar resource energy production will be allocated between peak and non-peak hours based on the following fixed allocations. The Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the respective period for the billing month. Should the Participant's share of the solar resource energy production exceed the metered energy consumed by the Participant during the "On-Peak" period for the billing month, the excess energy will be subtracted from the metered energy consumed by the Participant during the "Off-Peak" period for the billing month, except that the net energy for which a customer is billed in that month may not be less than zero. Should the total solar resource energy production amount for a given month be larger than the Participant's metered energy consumption, the net energy will be credited to the Customer at the then current rate for energy set by the Company Parallel Generation tariff.

	<u>Two-Period TOU (Schedule RTOU-2)</u>		<u>Three-Period TOU (Schedules RTOU or RTOU-3)</u>	
	<u>Summer Period</u>	<u>Winter Period</u>	<u>Summer Period</u>	<u>Winter Period</u>
<u>On-Peak Period</u>	<u>21%</u>	<u>-</u>	<u>21%</u>	<u>21%</u>
<u>Off-Peak Period</u>	<u>79%</u>	<u>71%</u>	<u>50%</u>	<u>50%</u>
<u>Super Off-Peak Period</u>	<u>-</u>	<u>29%</u>	<u>29%</u>	<u>29%</u>

~~2.3.~~ Any remaining metered energy consumption will be billed under the rates associated with the Participant's standard rate schedule, including all applicable riders and charges, except that any Securitized Utility Tariff Charge or other charge promulgated pursuant to Section 393.1700 shall be applicable to all metered kWh, without any reductions for the Participant's share of the solar resource energy production.

~~3.4.~~ Other, non-energy charges defined by the standard rate schedule are not impacted by the Solar Block subscription and will be billed to the Participant.

~~4.5.~~ The entire bill amount, inclusive of all standard rate charges and Program charges, must be paid according to the payment terms set forth in the Company Rules and Regulations.

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Issued by: Darrin R. Ives, Vice President

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