

Exhibit No. 100

Staff – Exhibit 100
Testimony of Sarah L.K. Lange
Direct
File No. ET-2024-0182

Exhibit No.:
Issue(s): SSP Billing
Procedures
Witness: Sarah L.K. Lange
Sponsoring Party: MoPSC Staff
Type of Exhibit: Direct Testimony
Case No.: ET-2024-0182
Date Testimony Prepared: February 20,2024

MISSOURI PUBLIC SERVICE COMMISSION
INDUSTRY ANALYSIS DIVISION
ENERGY RESOURCES DEPARTMENT

DIRECT TESTIMONY
OF
SARAH L.K. LANGE

EVERGY METRO, INC. & EVERGY MISSOURI WEST, INC.

CASE NO. ET-2024-0182

Jefferson City, Missouri
February 2024

**TABLE OF CONTENTS OF
DIRECT TESTIMONY OF
SARAH L.K. LANGE**

1
2
3
4
5
6
7
8
9
10
11
12
13
14

EXECUTIVE SUMMARY1

Suggested billing procedures for customers on time-based rate plans2

 Billing provisions for customers taking service on the default rate schedule, RPKA 3

 Calculation of On Peak Percentages 6

 Billing provisions for customers on differentiated rate plans, RTOU2 and RTOU3..... 8

 Timing of Availability of RTOU2 and RTOU3 to SSP Participants 10

 Hold Harmless Provision 11

History and Context.....12

Billing Provisions for Charges Pursuant to 393.170014

CONCLUSION.....16

2 **DIRECT TESTIMONY**

3 **OF**

4 **SARAH L.K. LANGE**

5 Q. Please state your name and business address.

6 A. My name is Sarah L.K. Lange, 200 Madison Street, Jefferson City, MO 65101.

7 Q. By whom are you employed and in what capacity?

8 A. I am employed by the Missouri Public Service Commission (“Commission”) as
9 an Economist for the Tariff/Rate Design Department, in the Industry Analysis Division.

10 Q. Please describe your educational and work background.

11 A. Please see Schedule SLKL-d1.

12 **EXECUTIVE SUMMARY**

13 Q. What is the purpose of your direct testimony?

14 A. I provide a specimen tariff including tariff changes to clarify the billing
15 provisions under the Solar Subscription Rider (Program) (“SSP”) tariff for residential
16 customers on various time-based rate designs. I will also provide the pertinent context for
17 Staff’s provision of this specimen tariff. Further, I provide Staff’s recommendation that
18 non-participating customers be held harmless from any adverse rate impact which may result
19 from Evergy’s delays in addressing the billing procedure issues. Finally, I recommend
20 inclusion of a provision defining how any applicable charges pursuant to 393.1700 shall be
21 billed for purposes of the SSP.

22 Q. Do you recommend any other tariff changes?

1 A. No. Staff expert Cedric Cunigan, PE, provides additional testimony concerning
2 the unrelated tariff changes proposed by Evergy, and the risks to Evergy Metro and Evergy
3 West customers due to fluctuations in subscription levels.

4 **Suggested billing procedures for customers on time-based rate plans**

5 Q. Have you prepared a specimen tariff providing reasonable billing provisions for
6 SSP participants on residential time-based rate plans?

7 A. Yes, it is attached as Schedule SLKL-d2.

8 Q. Are there many possible reasonable ways to modify the SSP tariff billing
9 procedures to apply the SSP tariff to customers served under time-based rate plans?

10 A. Yes.

11 Q. At its heart, what does the SSP tariff do?

12 A. The SSP tariff states its purpose is to “provide a limited number of Customers
13 the opportunity to voluntarily subscribe to the generation output of a solar resource and receive
14 electricity from solar resources.”

15 Q. Does the energy from the solar facility actually offset the usage of participating
16 customers in real time, as would be the case for a customer with a solar panel installed at their
17 home?

18 A. No. As an explanation, first consider a customer with a solar panel installed at
19 their home. If, at a given point in time, that solar panel is providing 5kW of energy, and that
20 customer is using 5kW of energy, then that customer is not drawing energy from the Evergy
21 system, and the customer is not “pushing,” energy to the Evergy system. This exact matching
22 in a given instant almost never occurs. Instead, the solar panel may be generating 5kW while
23 the customer is using 7kW, and if that continued for an hour, the net metered customer would

1 be billed for using 2kWh. Over the course of a month the pushed energy and metered consumed
2 energy are netted. If the customer used 3kW for an hour while the solar panel is generating
3 5 kWh in that hour, the 2kWh would offset the customer's usage for other hours within that
4 month. If over the course of the month, more generation was pushed than was metered as
5 consumed, the net excess generation would create a credit to be applied to the customer's bill
6 at the avoided cost rate. Where a customer owns the solar panel and it is installed at their home
7 behind the meter, the Net Metering Easy Connection Act and related rules and tariffs govern.¹

8 However, under the SSP, the customer does not actually own the solar facilities, and all
9 energy used by the customer is delivered through the transmission and distribution systems to
10 the customer meter. Therefore, if the customer uses exactly 5 kWh in an hour when the
11 customer's proration of the solar facility generates exactly 5 kWh, there is no netting of the
12 energy generated and consumed through the meter.

13 Because there is no netting of the energy generated and consumed through the meter
14 within the meter itself, it is appropriate to include billing provisions in the SSP tariff to prescribe
15 how the participant's solar resource energy production share offsets the participant's metered
16 usage for each time-based rate structure block.

17 **Billing provisions for customers taking service on the default rate schedule, RPKA**

18 Q. Based on Staff's proposed tariff language, how would SSP participants be billed
19 who are served on the default residential rate plan, RPKA?

20 A. Under schedule RPKA, in addition to a customer charge and applicable riders
21 such as the FAC and MEEIA, customers are billed for (1) the total amount of energy used in a

¹ Net-metering is limited to installations 100 kW and below. Interconnection of larger systems may be requested by the customer but the customer would not qualify for net-metering.

1 month,² (2) the amount of energy used in peak hours as an extra charge per kWh, which is
2 tariffed as the “Peak Adjustment Charge,” and (3) a credit is applied to offset the cost per kWh
3 of the kWh consumed in off-peak hours. For the SSP billing provisions for customers on this
4 rate plan, Staff’s proposal is to first reduce the kWh that are billed out under the energy charges.
5 Then, under Staff’s proposal, the participant’s share of energy from the solar facility that was
6 generated during the “peak hours” is multiplied by the Peak Adjustment Charge. This dollar
7 value is applied as a credit to the customer’s bill, which cannot reflect a negative net energy
8 charge amount. The tariff language is set out below:

9 Step 1: The Participant’s share of the solar resource energy production will be
10 subtracted from the metered energy consumed by the Participant for the billing month.
11 Should the solar resource energy production amount for a given month be larger than
12 the Participant’s metered energy consumption, the net energy will be zero for that
13 month.

14 Step 2: The Participant’s bill will be adjusted to credit the product of the “Peak
15 Adjustment Charge” for the applicable billing month and (a) 19% of the Participant’s
16 share of the solar resource energy production in summer billing months, or (b) 22% of
17 the Participant’s share of the solar resource energy production in non-summer billing
18 months, except that the net of energy charges and credits may not be less than zero.
19

20 Q. Could you provide some examples?

21 A. Yes. Here is the customer usage and share of generation for the first example:
22

	Total	On Peak	Off Peak
July Customer Usage	1,000	300	150
Participant's Share of Generation in June	800	152	
Total Usage minus Generation Share	200	148	

23
24 3

² These energy charges are priced as inclining block in summer billing months of June – September, and are declining charges in the remaining billing months.

³ Note, under Schedule RPKA there are many hours that are neither on-peak nor off-peak, so the sum of usage in these two time periods will not equal the total energy consumed in a given month.

1 And here is the bill calculation (excluding riders and taxes) for the usage scenario set
2 out above:

July Bill Calculation Step 1	Rate	Determinant	Charge
Energy Charge Block 1	\$ 0.1409	200	\$ 28.19
Energy Charge Block 2	\$ 0.1409	-	\$ -
Energy Charge Block 3	\$ 0.1509	-	\$ -
Peak Adjustment Charge per on Peak kWh	\$ 0.0100	300	\$ 3.00
Peak Adjustment Credit per Super-Off Peak kWh	\$ (0.0100)	150	\$ (1.50)
<i>Energy Charge Subtotal:</i>			\$ 29.69
July Bill Calculation Step 2	Rate	Determinant	Credit
Peak Adjustment Charge per on Peak kWh	\$ 0.0100	152	\$ 1.52
<i>Greater of \$0.00 or Energy Charge Subtotal net of Credit:</i>			\$ 28.17
Customer Charge	\$ 12.00	1	\$ 12.00
Solar Block Subscription Charge	\$ 0.1284	200	\$ 25.68
			\$ 97.06

4
5 Q. Could you provide an example where the participation share was large enough
6 relative to the total energy charge that the provision that “the net of energy charges and credits
7 may not be less than zero?”

8 A. Yes. Consider a customer with this usage and generation characteristics:

	Total	On Peak	Off Peak
July Customer Usage	1,200	200	150
Participant's Share of Generation in June	1,200	228	
Total Usage minus Generation Share	-	(28)	

9
10 The bill would be calculated as set out below:

July Bill Calculation Step 1	Rate	Determinant	Charge
Energy Charge Block 1	\$ 0.1409		\$ -
Energy Charge Block 2	\$ 0.1409		\$ -
Energy Charge Block 3	\$ 0.1509		\$ -
Peak Adjustment Charge per on Peak kWh	\$ 0.0100	200	\$ 2.00
Peak Adjustment Credit per Super-Off Peak kWh	\$ (0.0100)	150	\$ (1.50)
<i>Energy Charge Subtotal:</i>			\$ 0.50
July Bill Calculation Step 2	Rate	Determinant	Credit
Peak Adjustment Charge per on Peak kWh	\$ 0.0100	228	\$ 2.28
<i>Greater of \$0.00 or Energy Charge Subtotal net of Credit:</i>			\$ -
Customer Charge	\$ 12.00	1	\$ 12.00
Solar Block Subscription Charge	\$ 0.1284	1,200	\$ 154.08
			\$ 168.86

1
2 Q. Why does the bill calculation use July customer usage and June generation?

3 A. Due to timing, the existing SSP tariff provides for a one-month lag in the
4 matching process.

5 Q. Are there other reasonable approaches to billing SSP customers taking service
6 on the default residential time-based rate plan, RPKA?

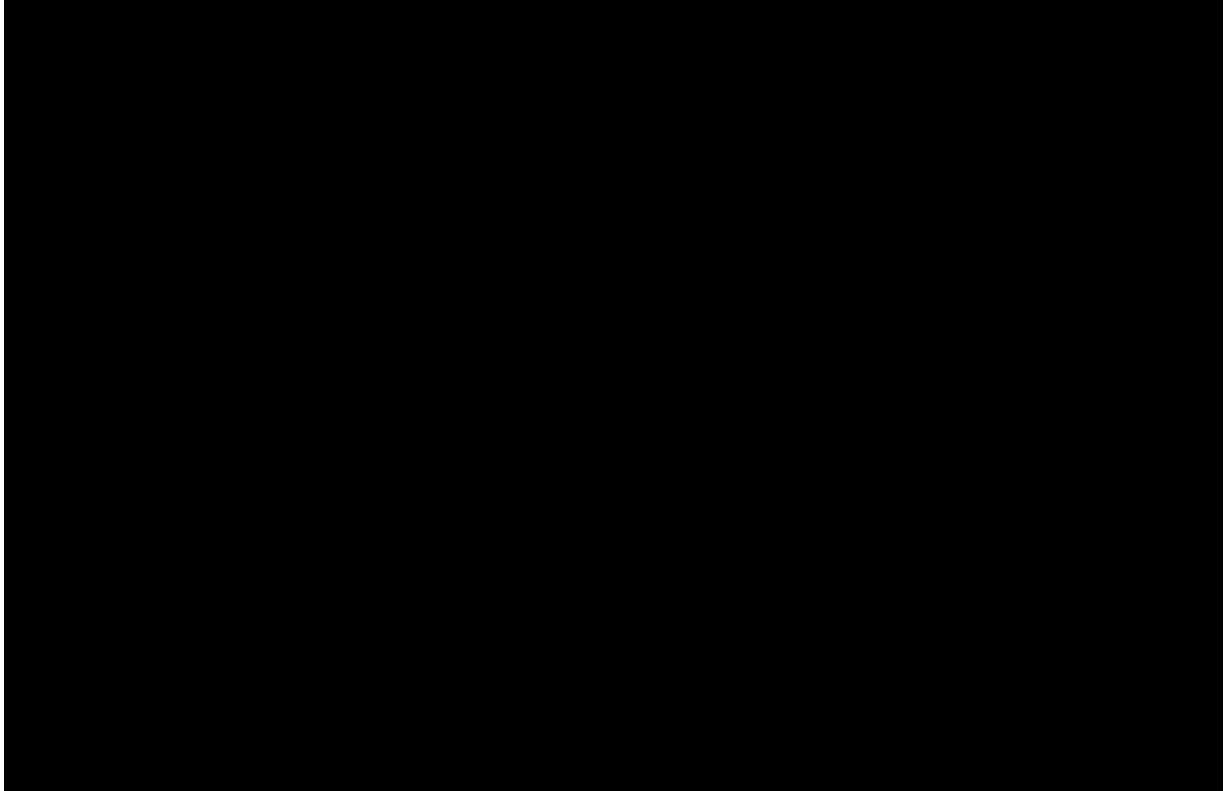
7 A. Yes. The level of specificity that could be applied to the calculation could vary.
8 For example, specific percentages by month could be used in place of the seasonal percentages
9 contained in the Staff specimen tariff, or the credit to offset the Peak Adjustment Charge could
10 be limited by the size of the Peak Adjustment Charge calculated in Step 1, as opposed to the
11 energy charge subtotal. Various other refinements could be appropriate and reasonable, so long
12 as the time-variant nature of the RPKA rate plan is recognized appropriately.

13 **Calculation of On Peak Percentages**

14 Q. What is the source of the percentages, 19% and 22% for summer and
15 non-summer proration of the participant's share to the on-peak billing period?

1 A. In response to a data request, Evergy provided a workpaper purporting to report
2 the generation of the Greenwood solar facility by hour. However, it was clear that the times
3 reported and the generation reported were incongruent, as summarized below:

**



**

4
5 Staff contacted Evergy regarding this apparent error, and adjusted the times in the
6 workpaper to Staff's understanding of the proper alignment of Central time and the hourly
7 outputs reported. Staff then generally identified the hours associated with the defined peak time
8 periods as those for the production hours of 4PM, 5PM, 6PM, and 7PM, on weekdays.
9 Staff did not exclude holiday generation for this purpose. Staff organized the resultant output
10 totals by month, and found the percentage of "on peak" production for the months of
11 May – August for use in summer billing, and September – April for non-summer months.
12 This accounts for the staggering of generation and customer usage by one month contained in
13 the current SSP tariff.

1 Q. Should these percentages be updated from time to time?

2 A. Yes. First, Evergy has not confirmed that Staff's realignment of the generation
3 and time stamps is accurate, which could result in a minor shift in percentages. Second, the
4 generation used for this calculation is the Greenwood solar facility for the year 2022, as that
5 was the only information Evergy provided to Staff for its calculation. It would be reasonable
6 to incorporate the year 2023 into this calculation. It would also be appropriate to update these
7 calculations from time to time in rate cases.

8 **Billing provisions for customers on differentiated rate plans, RTOU2 and RTOU3**

9 Q. How is the application of the SSP tariff to customers taking service on the
10 RTOU2 and RTOU3 rate plans addressed?

11 A. These provisions as drafted in the Staff Specimen tariff are set out below:

12 1. For Customers receiving service under Schedules RTOU-2

13 a. During summer months, 19% of the Participant's share of the solar resource energy production
14 will be subtracted from the metered energy consumed by the Participant during the "On-Peak"
15 period for the billing month; and 81% of the Participant's share of the solar resource energy
16 production will be subtracted from the metered energy consumed by the Participant during the
17 "Off-Peak" period for the billing month. Should 19% of the Participant's share of the solar
18 resource energy production exceed the metered energy consumed by the Participant during the
19 "On-Peak" period for the billing month, the excess energy will be subtracted from the metered
20 energy consumed by the Participant during the "Off-Peak" period for the billing month, except
21 that the net energy for which a customer is billed in that month may not be less than zero.

22 b. During Non-Summer months, the 22% of the Participant's share of the solar resource energy
23 production will be subtracted from the metered energy consumed by the Participant during the
24 "On-Peak" period for the billing month; and 78% of the Participant's share of the solar resource
25 energy production will be subtracted from the metered energy consumed by the Participant
26 during the "Off-Peak" period for the billing month. Should 22% of the Participant's share of
27 the solar resource energy production exceed the metered energy consumed by the Participant
28 during the "On-Peak" period for the billing month, the excess energy will be subtracted from the
29 metered energy consumed by the Participant during the "Off-Peak" period for the billing month,
30 except that the net energy for which a customer is billed in that month may not be less than zero.

31 2. For Customers receiving service under Schedules RTOU-3

32 a. During summer months, 19% of the Participant's share of the solar resource energy production
33 will be subtracted from the metered energy consumed by the Participant during the "On-Peak"
34 period for the billing month; and 81% of the Participant's share of the solar resource energy
35

1 production will be subtracted from the metered energy consumed by the Participant during the
2 "Off-Peak" period for the billing month. Should 19% of the Participant's share of the solar
3 resource energy production exceed the metered energy consumed by the Participant during the
4 "On-Peak" period for the billing month, the excess energy will be subtracted from the metered
5 energy consumed by the Participant during the "Off-Peak" period for the billing month. Should
6 the Participant's share of the solar resource energy production exceed the total energy consumed
7 during the "On-Peak," and "Off-Peak" periods for that billing month, the remaining portion of
8 the Participant's share of the solar resource energy production will be subtracted from the
9 metered energy consumed by the Participant during the "Super Off-Peak" period, except that
10 the net energy for which a customer is billed in that month in any time-differentiated period may
11 not be less than zero.

- 12 b. During Non-Summer months, the 22% of the Participant's share of the solar resource energy
13 production will be subtracted from the metered energy consumed by the Participant during the
14 "On-Peak" period for the billing month; and 78% of the Participant's share of the solar resource
15 energy production will be subtracted from the metered energy consumed by the Participant
16 during the "Off-Peak" period for the billing month. Should 22% of the Participant's share of
17 the solar resource energy production exceed the metered energy consumed by the Participant
18 during the "On-Peak" period for the billing month, the excess energy will be subtracted from the
19 metered energy consumed by the Participant during the "Off-Peak" period for the billing month,
20 except that the net energy for which a customer is billed in that month may not be less than zero.
21 Should the Participant's share of the solar resource energy production exceed the total energy
22 consumed during the "On-Peak," and "Off-Peak" periods for that billing month, the remaining
23 portion of the Participant's share of the solar resource energy production will be subtracted from
24 the metered energy consumed by the Participant during the "Super Off-Peak" period, except
25 that the net energy for which a customer is billed in that month in any time-differentiated period
26 may not be less than zero.

27 Q. Is it Staff's position that this approach strikes the perfect balance between the
28 interests of SSP participants and other customers, customer understandability, and billing
29 system capability?

30 A. Bluntly, Staff doesn't know. There are significant policy implications to
31 resolution of this issue, especially within the context of an established tariff, with existing
32 participants. Customers subscribed to the SSP program prior to the transition of Evergy's
33 residential rate schedule to a time-based rate structure. Customers subscribed to the SSP
34 program prior to Evergy's expansion of time-based rate schedule offerings. Those early
35 subscribers may now wish to leave the program unless advantageous price arbitrage provisions
36 are incorporated to the SSP billing procedures. Conversely, advantageous price arbitrage

1 provisions for SSP participants will necessarily erode revenues to some degree, which could be
2 more detrimental to non-participants than current SSP participants unsubscribing.

3 Q. Does Staff have these same concerns for future SSP participants, including those
4 who may subscribe after an order is entered in this case?

5 A. No. It may be reasonable to bill future SSP participants in a manner that does
6 not allow price arbitrage, as those billing provisions would only be applicable to SSP
7 participants going forward.

8 Q. How could those billing of those customers be reasonably addressed?

9 A. While many different reasonable solutions are possible, reconfiguration of the
10 Services and Access Charge to align a charge with each time-based rate element under rate
11 schedules RTOU-2 and RTOU-3 may be the most straightforward. However, it is Staff's legal
12 opinion that changes to these charges should not be made outside of a general rate case.

13 **Timing of Availability of RTOU2 and RTOU3 to SSP Participants**

14 Q. In your opinion, are the customers who are likely to be interested enough in
15 broader energy policy to participate in the SSP program, the sort of customers who are also
16 likely to be interested in participating in the more sophisticated time-based rate plans?

17 A. Yes.

18 Q. If these customers have to choose between SSP participation and participation
19 in RTOU2 or RTOU3, what does that mean for those customers?

20 A. SSP participants are required to participate for a minimum of 1 year. SSP
21 customers are not permitted to reenroll for a minimum of 1 year. Thus, if an SSP participant
22 quits the SSP program to take service on RTOU2 or RTOU3 during the summer of 2024,

1 then the earliest the customer could participate in the SSP program again would be the summer
2 of 2025.

3 Q. If the inability to participate in the RTOU2 and RTOU3 rate schedules results in
4 reduced participation in the SSP program, what does that mean for all customers of Evergy
5 Missouri Metro and Evergy Missouri West?

6 A. If overall SSP participation drops, then revenue from the SSP program drops.
7 Details of the risks to ratepayers under various scenarios are addressed by Staff expert Cedric
8 Cunigan, PE.

9 Q. In light of the risk of cost-shifts to nonparticipants, when do you recommend
10 that Evergy ensure it makes the necessary changes to its billing system to allow customer on
11 the SSP tariff to begin taking service on the RTOU2 and RTOU3 rate plans?

12 A. These changes should be done as soon as possible, but not later than the end of
13 May of 2024. The prompt resolution of this issue is required to avoid unnecessary drops in SSP
14 participation.

15 **Hold Harmless Provision**

16 Q. In the event subscriptions to the SSP fall off due to the inability of customers on
17 the SSP to participate in the rate plan of their choice, is it appropriate for the Commission to
18 order that non-participants be held harmless from related rate impacts?

19 A. Yes. As discussed below, Evergy has had over a year to address this problem.
20 The unwillingness of Evergy to address this issue in a timely manner is further addressed in
21 Staff's complaint, EC-2024-0092.

1 **History and Context**

2 Q. When did Staff first become aware of an issue related to Evergy's ability to serve
3 subscription solar customers on the customer's choice of residential rate plan?

4 A. Through discussions beginning with an email from Evergy personnel to Staff on
5 January 31, 2023, Evergy has informed Staff that it is of the opinion that "the Solar Subscription
6 Rider billing is similar to Net Metering billing," and that it desired or intended to make changes
7 to its tariff to restrict the availability of the Solar Subscription Rider to customers taking service
8 on the Residential Peak Adjustment rate plan. Staff informed Evergy that it did not see any
9 serious obstacles to offering the SSP to customers on any residential rate plan, but that the
10 "Services and Access" charge of the SSP would need to be set out as applicable to each
11 residential rate plan for these purposes.⁴ Staff understood that Evergy would be filing an ET
12 case requesting promulgation of new tariff sheets reflecting Evergy's preferred outcome and
13 that Staff and other parties would have the opportunity to present alternative solutions to the
14 Commission.

15 Q. Did Staff cooperate with Evergy to explore billing options for SSP customers?

16 A. Yes. While Staff indicated to Evergy that Evergy should file a case to get the
17 matter before the Commission, Staff cooperated with Evergy to explore options.

18 Q. Did Evergy file the ET case it indicated it would be filing?

19 A. No. However, on May 19, 2023, EMM and EMW filed tariff sheets, assigned
20 Tracking Nos. YE-2023-0206 and YE-2023-0208, respectively, associated with File Nos.

⁴ Staff later concluded that simple adjustments to the billing provisions of the SSP tariff would be both sufficient and preferable, as reflected in the Staff Specimen tariff.

1 ER-2022-0129 and ER-2022-0130. The submitted tariff sheets (one per tariff number) replaced
2 previously approved tariff sheets as part of the Solar Subscription Rider (Schedule SSP).

3 On June 1, 2023, Staff filed its response to the tariff sheet filings, “Staff
4 Recommendation to Reject Evergy Metro and Evergy Missouri West's Proposed Tariff Sheets
5 Rider and Motion to Open a New Docket.” On June 7, 2023, Evergy responded with its
6 agreement to the establishment of a new EO case file to consider the 45-day construction audit
7 of the cost and generation projections related to the Hawthorn solar facility and to address any
8 necessary updates to the current SSP tariffs. Evergy’s response also stated its intent to withdraw
9 the submitted tariff sheets, assigned Tracking Nos. YE-2023-0206 and YE-2023-0208, and to
10 refile them after the conclusion of the new case to update the Commission-approved SSP tariffs
11 currently in effect.

12 Evergy also stated that it would file a new ET docket for the Commission’s
13 consideration of the Time-of-Use and the Service and Access charge issues contained in Staff’s
14 Recommendation. In particular, in its response, Evergy stated, “However, the ‘appropriate rate
15 plan’ issue discussed on p. 4 of Staff’s Recommendation, which the Company understands to
16 be made up of the Time-of-Use (“TOU”) and the Service and Access charge issues contained
17 in Staff’s Recommendation, should not be addressed in the EO docket, which will be focused
18 on Staff’s construction audit. The Company will file a new ET docket by June 30, 2023, for
19 those issues to be addressed.”

20 On December 1, 2023, Evergy Metro, Inc. d/b/a Evergy Missouri Metro submitted three
21 tariff sheets as Tariff Tracking No. YE-2024-0081 and Evergy Missouri West, Inc. d/b/a Evergy
22 Missouri West submitted four revised tariff sheets in Tariff Tracking No. YE-2024-0082, each
23 bearing an issue date of December 1, 2023, with an effective date of January 1, 2024, which are

1 the tariff sheets under consideration in this case. Evergy failed to file any testimony identifying
2 or explaining the tariff revisions sought, although it did nominally open an “ET docket,” File
3 No. ET-2024-0182. Significant other tariff changes are included in the suspended tariff sheets
4 that are not necessary for the ToU billing issue, and that should not be expected to be easily
5 resolved.

6 Q. Was it Evergy’s stated intent to default SSP customers to a rate plan other than
7 the rate plan to which the Commission ordered those customers be defaulted?

8 A. Yes. Prior to the Commission’s September 27, 2023 order in ET-2024-0061,
9 Evergy stated to Staff its intent to default SSP-participating customers contrary to the
10 Commission’s Amended Report and Order in Case Nos. ER-2022-0129 and ER-2022-0130
11 directing that all residential customers with AMI meters except those who are net metering
12 customers would default to the two-period time-based rate plan.

13 Q. Did Staff provide Evergy with a specimen tariff prior to Evergy’s filing of this
14 ET case?

15 A. No. But Staff communicated clearly and repeatedly to Evergy that there were
16 many reasonable ways to align the billing provisions of the SSP tariff and the various time-
17 based rates. Staff indicated to Evergy the need to get the issue before the Commission, and out
18 in the open, so to speak, so that other interested parties – and the Commission itself – could
19 weigh in on balance of the various policy objectives at play.

20 **Billing Provisions for Charges Pursuant to 393.1700**

21 Q. What language is included in Staff’s specimen tariff with regard to 393.1700?

22 A. The specimen tariff clarifies an existing billing provision as indicated below, in
23 the bolded text:

1 Any remaining metered energy consumption will be billed under the
2 rates associated with the Participant's standard rate schedule, including
3 all applicable riders and charges, **except that any Securitized Utility**
4 **Tariff Charge or other charge promulgated pursuant to Section**
5 **393.1700 shall be applicable to all metered kWh, without any**
6 **reductions for the Participant's share of the solar resource energy**
7 **production.**

8 Q. Pursuant to statute, could the SSP be used to bypass the application of a
9 Securitized Utility Tariff Charge to energy sold to Evergy's customers?

10 A. No. It is Staff's legal opinion that Section 393.1700 addresses nonbypassability
11 three times. First, the SUTC is defined as nonbypassable, in 393.1700.1.(16):

12 (16) "Securitized utility tariff charge", the amounts authorized
13 by the commission to repay, finance, or refinance securitized utility tariff
14 costs and financing costs and that are, except as otherwise provided for
15 in this section, nonbypassable charges imposed on and part of all retail
16 customer bills, collected by an electrical corporation or its successors or
17 assignees, or a collection agent, in full, separate and apart from the
18 electrical corporation's base rates, and paid by all existing or future retail
19 customers receiving electrical service from the electrical corporation or
20 its successors or assignees under commission-approved rate schedules,
21 except for customers receiving electrical service under special contracts
22 as of August 28, 2021, even if a retail customer elects to purchase
23 electricity from an alternative electricity supplier following a
24 fundamental change in regulation of public utilities in this state;

25 Second, it is Staff's legal opinion that there is a requirement that the financing order
26 include a requirement that the SUTC is nonbypassable, found in Section 393.1700. 2.(3)(c)d.

27 d. A requirement that, for so long as the securitized utility tariff
28 bonds are outstanding and until all financing costs have been paid in full,
29 the imposition and collection of securitized utility tariff charges
30 authorized under a financing order shall be nonbypassable and paid by
31 all existing and future retail customers receiving electrical service from
32 the electrical corporation or its successors or assignees under
33 commission-approved rate schedules except for customers receiving
34 electrical service under special contracts on August 28, 2021, even if a
35 retail customer elects to purchase electricity from an alternative electric
36 supplier following a fundamental change in regulation of public utilities
37 in this state;

1 Finally, it is Staff's legal opinion that the Commission (and others) are prohibited from
2 interfering with the nonbypassability of the SUTC, in section 393.1700.11.(1).(a):

3 (a) Alter the provisions of this section, which authorize the
4 commission to create an irrevocable contract right or chose in action by
5 the issuance of a financing order, to create securitized utility tariff
6 property, and make the securitized utility tariff charges imposed by a
7 financing order irrevocable, binding, or nonbypassable charges for all
8 existing and future retail customers of the electrical corporation except
9 its existing special contract customers.

10 Q. A SUTC was authorized for Evergy Missouri West in File No. EF-2022-0155.
11 No SUTC is authorized for Evergy Missouri Metro. Should this provision be included in the
12 SSP tariffs for both utilities?

13 A. Yes. It is reasonable to include clarifying billing provisions for both utilities in
14 the event a SUTC is authorized in the future.

15 Q. Has Staff previously discussed this clarification of billing procedures with
16 Evergy?

17 A. No. Staff became aware of this issue during the preparation of this testimony.

18 **CONCLUSION**

19 Q. Does this conclude your direct testimony?

20 A. Yes it does.

**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 Missouri) File No. ET-2024-0182
West, Inc. d/b/a Evergy Missouri West's)
Solar Subscription Rider Tariff Filings)

AFFIDAVIT OF SARAH L.K. LANGE

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

COMES NOW Sarah L.K. Lange, and on her oath states that she is of sound mind and lawful age; that she contributed to the foregoing Direct Testimony of Sarah L.K. Lange; and that the same is true and correct according to her best knowledge and belief.

Further the Affiant sayeth not.

Sarah L.K. Lange

Sarah L.K. Lange

JURAT

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 20th day of February 2024.

Dianna L. Vaught

Notary Public

<p style="text-align: center;">DIANNA L. VAUGHT Notary Public - Notary Seal State of Missouri Commissioned for Cole County My Commission Expires: July 18, 2027 Commission Number: 15207377</p>
--

Sarah L.K. Lange

I received my J.D. from the University of Missouri, Columbia, in 2007, and am licensed to practice law in the State of Missouri. I received my B.S. in Historic Preservation from Southeast Missouri State University, and took courses in architecture and literature at Drury University. Since beginning my employment with the MoPSC I have taken courses in economics through Columbia College and courses in energy transmission through Bismarck State College, and have attended various trainings and seminars, indicated below.

I began my employment with the Commission in May 2006 as an intern in what was then known as the General Counsel's Office. I was hired as a Legal Counsel in September 2007, and was promoted to Associate Counsel in 2009, and Senior Counsel in 2011. During that time my duties consisted of leading major rate case litigation and settlement, and presenting Staff's position to the Commission, and providing legal advice and assistance primarily in the areas of depreciation, cost of service, class cost of service, rate design, tariff issues, resource planning, accounting authority orders, construction audits, rulemakings and workshops, fuel adjustment clauses, document management and retention, and customer complaints.

In July 2013 I was hired as a Regulatory Economist III in what is now known as the Tariff / Rate Design Department. In this position my duties include providing analysis and recommendations in the areas of RTO and ISO transmission, rate design, class cost of service, tariff compliance and design, and regulatory adjustment mechanisms and tariff design. I also continue to provide legal advice and assistance regarding generating station and environmental control construction audits and electric utility regulatory depreciation. I have also participated before the Commission under the name Sarah L. Kliethermes.

Presentations

Midwest Energy Policy Series – Impact of ToU Rates on Energy Efficiency (August 14, 2020)

Billing Determinants Lunch and Learn (March 27, 2019)

Support for Low Income and Income Eligible Customers, Cost-Reflective Tariff Training, in cooperation with U.S.A.I.D. and NARUC, Addis Ababa, Ethiopia (February 23-26, 2016)

Fundamentals of Ratemaking at the MoPSC (October 8, 2014)

Ratemaking Basics (Sept. 14, 2012)

Participant in Missouri's Comprehensive Statewide Energy Plan working group on Energy Pricing and Rate Setting Processes.

Relevant Trainings and Seminars

Regional Training on Integrated Distribution System Planning for Midwest/MISO Region (October 13-15, 2020)

“Fundamentals of Utility Law” Scott Hempling lecture series (January – April, 2019)

Today's U.S. Electric Power Industry, the Smart Grid, ISO Markets & Wholesale Power Transactions (July 29-30, 2014)

MISO Markets & Settlements training for OMS and ERSC Commissioners & Staff (January 27–28, 2014)

Validating Settlement Charges in New SPP Integrated Marketplace (July 22, 2013)

PSC Transmission Training (May 14 – 16, 2013)

Grid School (March 4–7, 2013)

Specialized Technical Training - Electric Transmission (April 18–19, 2012)

The New Energy Markets: Technologies, Differentials and Dependencies (June 16, 2011)

Mid-American Regulatory Conference Annual Meeting (June 5–8, 2011)

Renewable Energy Finance Forum (Sept. 29–Oct 3, 2010)

Utility Basics (Oct. 14–19, 2007)

Testimony and Staff Memoranda

<u>Company</u>	<u>Case No.</u>
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of Evergy Metro, Inc. d/b/a Evergy Missouri Metro's and Evergy Missouri West, Inc. d/b/a Evergy Missouri West's Solar Subscription Rider Tariff Filings	ET-2024-0182
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of the Joint Application of Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West for Approval of Tariff Revisions to TOU Program	ET-2024-0061
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of Requests for Customer Account Data Production from Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West	E0-2024-0002
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of Evergy Metro, Inc. d/b/a Evergy Missouri Metro's Request to Revise Its Solar Subscription Rider	EO-2023-0423 EO-2023-0424
Union Electric Company d/b/a Ameren Missouri In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariffs to Adjust its Revenues for Electric Service	ER-2022-0337
Union Electric Company d/b/a Ameren Missouri In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for Certificates of Convenience and Necessity for Solar Facilities	EA-2023-0286
NextEra Energy Transmission Southwest, LLC In the Matter of the Application of NextEra Energy Transmission Southwest, LLC for a Certificate of Public Convenience and Necessity to Construct, Install, Own, Operate, Maintain, and Otherwise Control and Manage a 345 kV Transmission Line and associated facilities in Barton and Jasper Counties, Missouri	EA-2022-0234
Spire Missouri, Inc. In the Matter of Spire Missouri Inc.'s d/b/a Spire Request for Authority to Implement a General Rate Increase for Natural Gas Service Provided in the Company's Missouri Service Areas	GR-2022-0179
Evergy Missouri West, Inc. dba Evergy Missouri West In the Matter of Evergy Missouri West, Inc. dba Evergy Missouri West for a Financing Order Authorizing the Financing of Extraordinary Storm Costs Through an Issuance of Securitized Utility Tariff Bonds	EF-2022-0155

<u>Company</u>	<u>Case No.</u>
<p>Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of Evergy Metro, Inc. d/b/a Evergy Missouri Metro's and Evergy Missouri West, Inc. d/b/a Evergy Missouri West's Solar Subscription Rider Tariff Filings</p>	ET-2024-0182
<p>Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of the Joint Application of Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West for Approval of Tariff Revisions to TOU Program</p>	ET-2024-0061
<p>Evergy Metro, Inc. dba Evergy Missouri Metro Evergy Missouri West, Inc. dba Evergy Missouri West In the Matter of Evergy Metro, Inc. dba Evergy Missouri Metro's Request for Authority to Implement a General Rate Increase for Electric Service. In the Matter of Evergy Missouri West, Inc. dba Evergy Missouri West's Request for Authority to Implement a General Rate Increase for Electric Service.</p>	ER-2022-0129 ER-2022-0130
<p>The Empire District Electric Company d/b/a Liberty In the Matter of the Petition of The Empire District Electric Company d/b/a Liberty to Obtain a Financing Order that Authorizes the Issuance of Securitized Utility Tariff Bonds for Energy Transition Costs Related to the Asbury Plant</p>	EO-2022-0193
<p>The Empire District Electric Company d/b/a Liberty In the Matter of the Petition of The Empire District Electric Company d/b/a Liberty to Obtain a Financing Order that Authorizes the Issuance of Securitized Utility Tariff Bonds for Qualified Extraordinary Costs</p>	EO-2022-0040
<p>Ameren Transmission Company of Illinois In the Matter of the Application of Ameren Transmission Company of Illinois for a Certificate of Convenience and Necessity Under Section 393.170 RSMo Relating to Transmission Investments in Southeast Missouri</p>	EA-2022-0099
<p>The Empire District Electric Company d/b/a Liberty In the Matter of the Request of The Empire District Electric Company d/b/a Liberty for Authority to File Tariffs Increasing Rates for Electric Service Provided to Customers in its Missouri Service Area</p>	ER-2021-0312
<p>Union Electric Company d/b/a Ameren Missouri In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariffs to Adjust its Revenues for Electric Service</p>	ER-2021-0240
<p>Ameren Transmission Company of Illinois In the Matter of the Application of Ameren Transmission Company of Illinois for a Certificate of Public Convenience and Necessity to Construct, Install, Own, Operate, Maintain, and Otherwise Control and Manage a 138 kV Transmission Line and associated facilities in Perry and Cape Girardeau Counties, Missouri</p>	EA-2021-0087
<p>Evergy Affiliates In the Matter of the Application of Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West for Approval of a Transportation Electrification Portfolio</p>	ET-2021-0151

<u>Company</u>	<u>Case No.</u>
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of Evergy Metro, Inc. d/b/a Evergy Missouri Metro's and Evergy Missouri West, Inc. d/b/a Evergy Missouri West's Solar Subscription Rider Tariff Filings	ET-2024-0182
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of the Joint Application of Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West for Approval of Tariff Revisions to TOU Program	ET-2024-0061
Spire Missouri, Inc. In the Matter of Spire Missouri Inc.'s d/b/a Spire Request for Authority to Implement a General Rate Increase for Natural Gas Service Provided in the Company's Missouri Service Areas	GR-2021-0108
Union Electric Company d/b/a Ameren Missouri In the Matter of the Request of Union Electric Company d/b/a Ameren for Approval of its Surge Protection Program	ET-2021-0082
Union Electric Company d/b/a Ameren Missouri In the Matter of the Request of Union Electric Company d/b/a Ameren Missouri to Implement the Delivery Charge Adjustment for the 1st Accumulation Period beginning September 1, 2019 and ending August 31, 2020	GT-2021-0055
The Empire District Electric Company In the Matter of The Empire District Electric Company's Tariffs Approval of a Transportation Electrification Portfolio for Electric Customers in its Missouri Service Area	ET-2020-0390
The Empire District Electric Company In the Matter of The Empire District Electric Company's Tariffs to Increase Its Revenues for Electric Service	ER-2019-0374
Union Electric Company d/b/a Ameren Missouri In the Matter of of Union Electric Company d/b/a Ameren Missouri's Tariffs to Decrease Its Revenues for Electric Service	ER-2019-0335
KCP&L Greater Missouri Operations Company In the Matter of KCP&L Greater Missouri Operations Company Request for Authority to Implement Rate Adjustments Required by 4 CSR 240-20.090(8) And the Company's Approved Fuel and Purchased Power Cost Recovery Mechanism	ER-2019-0413
Union Electric Company d/b/a Ameren Missouri In the Matter of of Union Electric Company d/b/a Ameren Missouri's Tariffs to Increase Its Revenues for Natural Gas Service	GR-2019-0077
Union Electric Company d/b/a Ameren Missouri In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri Revised Tariff Sheets	ET-2019-0149
The Empire District Electric Company In the Matter of The Empire District Electric Company's Revised Economic Development Rider Tariff Sheets	ET-2019-0029
The Empire District Electric Company In the Matter of a Proceeding Under Section 393.137 (SB 564) to Adjust the Electric Rates of The Empire District Electric Company	ER-2018-0366

<u>Company</u>	<u>Case No.</u>
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of Evergy Metro, Inc. d/b/a Evergy Missouri Metro's and Evergy Missouri West, Inc. d/b/a Evergy Missouri West's Solar Subscription Rider Tariff Filings	ET-2024-0182
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of the Joint Application of Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West for Approval of Tariff Revisions to TOU Program	ET-2024-0061
Union Electric Company d/b/a Ameren Missouri In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for Permission and Approval and a Certificate of Public Convenience and Necessity Authorizing it to Construct a Wind Generation Facility	EA-2018-0202
Kansas City Power & Light Company KCP&L Greater Missouri Operations Company In the Matter of Kansas City Power & Light Company's Request for Authority to Implement a General Rate Increase for Electric Service	ER-2018-0145 ER-2018-0146
Union Electric Company d/b/a Ameren Missouri In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for Approval of Efficient Electrification Program	ET-2018-0132
Union Electric Company d/b/a Ameren Missouri In the Matter of the Application of Union Electric Company d/b/a Ameren Missouri for Approval of 2017 Green Tariff	ET-2018-0063
Laclede Gas Company Laclede Gas Company d/b/a Missouri Gas Energy In the Matter of Laclede Gas Company's Request to Increase Its Revenue for Gas Service, In the Matter of Laclede Gas Company d/b/a Missouri Gas Energy's Request to Increase Its Revenue for Gas Service.	GR-2017-0215 GR-2017-0216
Kansas City Power & Light Company In the Matter of Kansas City Power & Light Company's Demand Side Investment Rider Rate Adjustment And True-Up Required by 4 CSR 240-3.163(8)	ER-2017-0316
Kansas City Power & Light Company In the Matter of Kansas City Power & Light Company's Demand Side Investment Rider Rate Adjustment And True-Up Required by 4 CSR 240-3.163(8)	ER-2017-0167
KCP&L Great Missouri Operations Company In the Matter of KCP&L Greater Missouri Operations Company's Annual RESRAM Tariff Filing	ET-2017-0097
Grain Belt Express Clean Line, LLC In the Matter of the Application of Grain Belt Express Clean Line LLC for a Certificate of Convenience and Necessity Authorizing It to Construct, Own, Operate, Control, Manage, and Maintain a High Voltage, Direct Current Transmission Line and an Associated Converter Station Providing an Interconnection on the Maywood - Montgomery 345 kV Transmission Line	EA-2016-0358

<u>Company</u>	<u>Case No.</u>
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of Evergy Metro, Inc. d/b/a Evergy Missouri Metro's and Evergy Missouri West, Inc. d/b/a Evergy Missouri West's Solar Subscription Rider Tariff Filings	ET-2024-0182
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of the Joint Application of Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West for Approval of Tariff Revisions to TOU Program	ET-2024-0061
Kansas City Power & Light Company In the Matter of Kansas City Power & Light Company's Demand Side Investment Rider Rate Adjustment And True-Up Required by 4 CSR 240-3.163(8)	ER-2016-0325
Kansas City Power & Light Company In the Matter of Kansas City Power & Light Company's Request for Authority to Implement A General Rate Increase for Electric Service	ER-2016-0285
Union Electric Company d/b/a Ameren Missouri In the Matter of Union Electric Company d/b/a Ameren Missouri for Permission and Approval and a Certificate of Public Convenience and Necessity Authorizing it to Offer a Pilot Subscriber Solar Program and File Associated Tariff	EA-2016-0207
Union Electric Company d/b/a Ameren Missouri In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariff to Increase Its Revenues for Electric Service	ER-2016-0179
KCP&L Great Missouri Operations Company In the Matter of KCP&L Greater Missouri Operations Company's Request for Authority to Implement a General Rate Increase for Electric Service	ER-2016-0156
Empire District Electric Company In the Matter of The Empire District Electric Company's Request for Authority to Implement a General Rate Increase for Electric Service	ER-2016-0023
Ameren Transmission Company of Illinois In the Matter of the Application of Ameren Transmission Company of Illinois for Other Relief or, in the Alternative, a Certificate of Public Convenience and Necessity Authorizing it to Construct, Install, Own, Operate, Maintain and Otherwise Control and Manage a 345,000-volt Electric Transmission Line from Palmyra, Missouri to the Iowa Border and an Associated Substation Near Kirksville, Missouri	EA-2015-0146
Ameren Transmission Company of Illinois In the Matter of the Application of Ameren Transmission Company of Illinois for Other Relief or, in the Alternative, a Certificate of Public Convenience and Necessity Authorizing it to Construct, Install, Own, Operate, Maintain and Otherwise Control and Manage a 345,000-volt Electric Transmission Line in Marion County, Missouri and an Associated Switching Station Near Palmyra, Missouri	EA-2015-0145
Union Electric Company d/b/a Ameren Missouri In the Matter of Union Electric Company d/b/a Ameren Missouri's 2nd Filing to Implement Regulatory Changes in Furtherance of Energy Efficiency as Allowed by MEEIA	EO-2015-0055

<u>Company</u>	<u>Case No.</u>
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of Evergy Metro, Inc. d/b/a Evergy Missouri Metro's and Evergy Missouri West, Inc. d/b/a Evergy Missouri West's Solar Subscription Rider Tariff Filings	ET-2024-0182
Evergy Metro, Inc. d/b/a Evergy Missouri Metro Evergy Missouri West, Inc. d/b/a Evergy Missouri West In the Matter of the Joint Application of Evergy Metro, Inc. d/b/a Evergy Missouri Metro and Evergy Missouri West, Inc. d/b/a Evergy Missouri West for Approval of Tariff Revisions to TOU Program	ET-2024-0061
Kansas City Power & Light Company In the Matter of Kansas City Power & Light Company's Request for Authority to Implement a General Rate Increase for Electric Service	ER-2014-0370
Empire District Electric Company In the Matter of The Empire District Electric Company for Authority to File Tariffs Increasing Rates for Electric Service Provided to Customers in the Company's Missouri Service Area	ER-2014-0351
Union Electric Company d/b/a Ameren Missouri City of O'Fallon, Missouri, and City of Ballwin, Missouri, Complainants v. Union Electric Company d/b/a Ameren Missouri, Respondent	EC-2014-0316
Union Electric Company d/b/a Ameren Missouri In the Matter of Union Electric Company d/b/a Ameren Missouri's Tariff to Increase Its Revenues for Electric Service	ER-2014-0258
Union Electric Company d/b/a Ameren Missouri Noranda Aluminum, Inc., et al., Complainants, v. Union Electric Company d/b/a Ameren Missouri, Respondent	EC-2014-0224
Grain Belt Express Clean Line, LLC In the Matter of the Application of Grain Belt Express Clean Line LLC for a Certificate of Convenience and Necessity Authorizing It to Construct, Own, Operate, Control, Manage, and Maintain a High Voltage, Direct Current Transmission Line and an Associated Converter Station Providing an Interconnection on the Maywood - Montgomery 345 kV Transmission Line	EA-2014-0207
KCP&L Great Missouri Operations Company In the Matter of KCP&L Greater Missouri Operations Company's Application for Authority to Establish a Renewable Energy Standard Rate Adjustment Mechanism	EO-2014-0151
Kansas City Power & Light Company In the Matter of Kansas City Power & Light Company's Filing for Approval of Demand-Side Programs and for Authority to Establish A Demand-Side Programs Investment Mechanism	EO-2014-0095
Veolia Energy Kansas City, Inc. In the Matter of Veolia Energy Kansas City, Inc. for Authority to File Tariffs to Increase Rates	HR-2014-0066

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

P.S.C. MO. No. 7 56th Revised Sheet No. 39
Canceling P.S.C. MO. No. 7 45th Revised Sheet No. 39
For Missouri Retail Service Area

SOLAR SUBSCRIPTION RIDER
Schedule SSP

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. [Prior to June 15, 2024, participating residential Customers must take service under Residential Peak Adjustment Service, Schedule RPKA. Beginning June 15, 2024, Residential Customers may receive service under RPKA, RTOU-2, or RTOU-3.](#) 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.

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

P.S.C. MO. No. 7 ~~3rd~~4th Revised Sheet No. 39A
Canceling P.S.C. MO. No. 7 ~~2nd~~3rd 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 estimated to be \$0.1284 per kWh, made up of two costs:

1. The Solar Block cost of \$0.0884; and
2. The Services and Access charge of \$0.040 per kWh.

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, 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. 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

Participants may subscribe to Solar Blocks that, when combined, are expected to generate up to 50 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.

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

P.S.C. MO. No. 7 ~~3rd~~4th Revised Sheet No. 39B
Canceling P.S.C. MO. No. 7 ~~2nd~~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 RPKA,

Step 1: 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. 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.

Step 2: The Participant's bill will be adjusted to credit the product of the "Peak Adjustment Charge" for the applicable billing month and (a) 19% of the Participant's share of the solar resource energy production in summer billing months, or (b) 22% of the Participant's share of the solar resource energy production in non-summer billing months, except that the net of energy charges and credits may not be less than zero.

3. For Customers receiving service under Schedules RTOU-2

a. During summer months, 19% of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "On-Peak" period for the billing month; and 81% of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "Off-Peak" period for the billing month. Should 19% of 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.

b. During Non-Summer months, the 22% of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "On-Peak" period for the billing month; and 78% of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "Off-Peak" period for the billing month. Should 22% of 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.

4. For Customers receiving service under Schedules RTOU-3

- a. During summer months, 19% of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "On-Peak" period for the billing month; and 81% of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "Off-Peak" period for the billing month. Should 19% of 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. Should the Participant's share of the solar resource energy production exceed the total energy consumed during the "On-Peak," and "Off-Peak" periods for that billing month, the remaining portion of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "Super Off-Peak" period, except that the net energy for which a customer is billed in that month in any time-differentiated period may not be less than zero.
 - b. During Non-Summer months, the 22% of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "On-Peak" period for the billing month; and 78% of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "Off-Peak" period for the billing month. Should 22% of 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 Participant's share of the solar resource energy production exceed the total energy consumed during the "On-Peak," and "Off-Peak" periods for that billing month, the remaining portion of the Participant's share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant during the "Super Off-Peak" period, except that the net energy for which a customer is billed in that month in any time-differentiated period may not be less than zero.
- 2.5. 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.
- 3.6. 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.
- 4.7. 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.