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MISSOURI PUBLIC SERVICE COMMISSION

CASE NO. EA-2024-0292

DIRECT TESTIMONY

OF

KIMBERLY H. WINSLOW

ON BEHALF OF

EVERGY MISSOURI WEST

**Kansas City, Missouri
October 2024**

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I. INTRODUCTION AND PURPOSE

Q: Please state your name and business address.

A: My name is Kimberly H. Winslow. My business address is 1200 Main, Kansas City, Missouri 64105.

Q: By whom and in what capacity are you employed?

A: I am employed by Evergy Metro, Inc. and serve as Senior Director, Energy Solutions for Evergy Metro, Inc. d/b/a as Evergy Missouri Metro (“Evergy Missouri Metro”), Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West”), Evergy Metro, Inc. d/b/a Evergy Kansas Metro (“Evergy Kansas Metro”), and Evergy Kansas Central, Inc. and Evergy Kansas South, Inc., collectively d/b/a as Evergy Kansas Central (“Evergy Kansas Central”) the operating utilities of Evergy, Inc. (“Evergy”).

Q: On whose behalf are you testifying?

A: I am testifying on behalf of Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy MO West,” the “Company” or “Evergy”) in support of the proposed Green Solution Connections (“Program”).

Q: What are your responsibilities?

A: I lead Evergy’s Energy Solutions team within the Community and Customer Solutions Division. I am responsible for developing and executing on Evergy’s customer products and services strategy for demand-side management programs, distributed energy resources,

1 customer renewables programs, beneficial electrification and home protection services and
2 retail solar programs. My team also supports planning and analytics pertaining to product
3 development and implementation. In addition, my team works cross collaboratively with
4 our Regulatory team on various rates offers. I have a team of about 30 persons.

5 **Q: Please describe your education, experience and employment history.**

6 A: I graduated from Missouri University of Science and Technology with a Bachelor of
7 Science degree in Mechanical Engineering in 1990. In 1994, I graduated from Rockhurst
8 University with a Master of Business Administration degree. I began my career at Black
9 & Veatch in 1990 as an equipment engineer in its Gas, Oil and Chemicals Division and
10 then transferred to Black & Veatch's Management Consulting Division. As a project
11 manager and consultant, I worked on various projects for electric, gas, water and
12 wastewater municipal and investor-owned utilities, ranging in scope from long-term
13 electric and natural gas demand and energy forecasts to regulatory matters such as cost of
14 service, rate design, depreciation studies and valuation studies.

15 In December 2007, I began my employment with KCP&L as a Senior Energy
16 Consultant working with KCP&L's large industrial customers. In 2009, I assumed the
17 position of Manager of Energy Efficiency. In 2011, I transferred to our Generation
18 Division as a Senior Quantitative Analyst. In 2013, I began leading the Energy Solutions
19 team, which at that time, included economic development, products and services, key
20 accounts and the business center teams. Since the merger of Great Plains Energy, Inc. and
21 Westar Energy, Inc. that created Evergy, Inc. in 2018, my role has been focused solely on
22 leading products and services, and I am currently the Senior Director of Energy Solutions.
23 I am also a Professional Engineer in the state of Missouri.

1 **Q: Have you previously testified in a proceeding at the Missouri Public Service**
2 **Commission (“Commission” or “MPSC”) or before any other utility regulatory**
3 **agency?**

4 A: Yes, I have testified before both this Commission and the Kansas Corporation Commission
5 for the State of Kansas (“KCC”).

6 **Q: What is the purpose of your direct testimony?**

7 A: The purpose of my direct testimony is to describe Evergy’s proposed Green Solution
8 Connections Program, a new renewable solutions program (“Program”) for commercial
9 and industrial customers (“C&I”), including government accounts¹, which is an important
10 distinction when I share later in my testimony those customers who are most likely to
11 participate. I will explain in my testimony how the Program is designed to support current
12 and future demand for renewable attributes for Evergy’s non-residential customers, and
13 how the Program fits well into Evergy’s broader portfolio of renewable customer solutions.
14 Company witness Kevin Gunn provides testimony on how the Program will benefit all
15 Evergy MO West customers by crediting the Program’s revenues associated with the sale
16 of the renewable resource attributes from the resources that are part of the Company’s
17 Certificate of Convenience and Necessity filing to Evergy MO West’s fuel adjustment
18 clause.

19 **Q: How is your testimony organized?**

20 A: My testimony is organized in the following manner:

- 21 ▪ Section I is my testimony introduction and I provide the purpose of my testimony.

¹ Tariff is available to those who are served under Large General Service or Large Power Service. A customer served under Small General Service may participate if it is an affiliate of a Large General Service or Large Power Service Customer. Also, any retail service accounts associated with Governmental/Municipal Customers as established by Section 46.040, RSMo., may participate.

1 of renewable electricity generation². RECs are issued when one megawatt-hour (“MWh”)
2 of electricity is generated and delivered to the electricity grid from a renewable energy
3 resource. RECs are a simple way for residential or non-residential customers to offset their
4 carbon footprint and support clean energy. RECs can also benefit a business by helping
5 the business achieve emissions goals and help promote their commitment to renewables
6 and sustainability. RECs can be an effective way to support renewable energy generation
7 without investing in behind-the-meter projects, such as building onsite solar, at a
8 customer’s site.

9 **Q: Please provide more detail on Evergy Missouri’s existing renewable customer**
10 **solutions portfolio.**

11 A: Evergy Missouri’s portfolio of renewable programs include:

- 12 ▪ **Solar Subscription Rider (“Schedule SSP” or “SSP Program”)** – In 2018, the
13 MPSC approved the Company’s proposal for its first solar subscription program in
14 Missouri. Half of the 10 MWac solar array at Hawthorn is currently used to serve
15 SSP Program subscribers. As of September 27, 2024, Evergy MO West has 255
16 customers (1,708 shares) enrolled in the SSP Program and a waiting list of 99
17 customers (589 shares). Evergy MO Metro has 473 customers (2,721 shares)
18 enrolled in the SSP Program and a waiting list of 71 customers (423 shares).
- 19 ▪ **Low Income Solar Subscription Pilot Rider (“Schedule LIS” or “LI Solar**
20 **Subscription Pilot Program”)** – In 2022, the MPSC approved Evergy’s proposed
21 LI Solar Subscription Pilot Program. The LI Solar Subscription Pilot Program is
22 served by 1 MW (allocated equally between MO Metro and MO West) of the

² <https://www.epa.gov/green-power-markets/renewable-energy-certificates-recs#one>

1 remaining 5 MWac of the Hawthorn array, which was used to fulfill the
2 requirements of SB564 legislation (393.1665 RSMo.) The purpose of the LI Solar
3 Subscription Pilot Program is to provide clean energy access at an affordable and
4 stable rate to underserved customers who otherwise might not be able to participate
5 in renewable programs or install solar at their home. The program has been
6 designed so that it does not create cross-subsidization challenges with non-low-
7 income customers. As of September 27, 2024, Evergy MO West currently has 31
8 customers (217 shares) on an active waitlist for the LI Solar Subscription Pilot
9 Program. Evergy MO Metro has 38 customers (250 shares) on an active waitlist for
10 the LI Solar Subscription Pilot Program. Evergy will enroll and begin billing
11 customers on the waitlist based on their prior months' usage beginning in December
12 2024 following customer notification.

13 ▪ **Renewable Energy Rider (“Schedule RER” or “RER Program”)** – In 2018, the
14 MPSC approved the RER Program. The RER Program was developed for non-
15 residential customers seeking subscription to a renewable asset under a price certain
16 contract and receipt of associated RECs from the renewable generation.
17 Limited capacity and favorable resource pricing drove the resource to full
18 subscription soon after the RER program was offered in MO West. By early 2022,
19 the MO West RER Program was subscribed to by eight participants (57 MW). MO
20 West participants in the RER Program are served by the Cimarron Bend III wind
21 resource through a 15-year PPA. Evergy was unable to secure a renewable resource
22 in MO Metro, and therefore no customers are enrolled in the MO Metro RER
23 Program currently.

1 **Q: Are there other ways that Evergy supports its customers' renewable or sustainable**
2 **efforts?**

3 A: Yes. While Evergy's transition to less carbon intensive generation is very important to our
4 customers, our customers seek multiple sustainability solutions that meet their individual
5 needs. And given that some business customers do not have internal personnel to help
6 navigate sustainable offers and reporting requirements, they have also turned to Evergy as
7 a trusted resource to help them navigate this space. For example, business customers
8 routinely seek to understand Evergy's carbon mix and request documentation to support
9 their corporate sustainability reporting. Additionally, upon request and separate from their
10 retail service, Evergy may procure RECs for larger C&I customers using available,
11 historical RECs attributable to Evergy's existing renewable assets.

12 **Q: How are larger C&I customers' needs for renewables or sustainability changing?**

13 A: Demand for renewables in Evergy's territory began with large customers expressing a need
14 for affordable, regional renewables with long-term energy price certainty. Development of
15 Evergy's RER Program was responsive to our customer's needs at that time. Resource
16 pricing was also lower, which increased the demand for the program. However, even with
17 relatively higher renewable pricing, the demand for clean energy solutions from business
18 customers continues to grow. But not all business customers' renewable needs are the
19 same. More and more customers are asking their electric utilities for options to fulfill their
20 sustainability and greenhouse gas ("GHG") reduction initiatives. Key drivers for large
21 customers include corporate and municipal sustainability goals, supporting governmental
22 policy, and increasing advancement of technology, such as energy storage, that can further
23 their carbon-free energy ("CFE") initiatives. Utility green tariffs have become the primary

1 mechanism to meet customer demand, which generally combine two elements: renewable
2 energy produced or procured by the utility for enrolled participants and the associated
3 RECs retired on the customer's behalf.

4 National surveys indicate support large customers desire for renewable energy. For
5 example, 75% of the respondents to the Area Development Magazine's Corporate Survey
6 in the first quarter of 2022 "say access to renewable sources of energy are very or somewhat
7 important to their companies. And more than 90 percent of the survey respondents also say
8 sustainability efforts are very or somewhat important to their companies."³

9 While large C&I customer interest and demand for renewable energy persists,
10 requests are also increasing in complexity. Large customers' needs vary with the following
11 requests:

- 12 ■ Customers are increasingly requesting "additionality" in resource development,
13 meaning that the customer's request is contributing to new, low-cost renewable
14 energy to the grid that would not have been built otherwise.
- 15 ■ Other customers want to "bring their own energy." This can be achieved through
16 on-site behind-the-meter generation, virtual purchase power agreements or similar
17 arrangements.
- 18 ■ Customers' impending shift to needing (or wanting) a high percent of CFE to meet
19 their 24/7 demand has also increased – even as much as 100%. For example,
20 President Biden signed an executive order ("EO 14057") affirming that the Federal
21 Government lead by example to achieve a carbon pollution-free electricity sector
22 by 2035 and net zero emission economy wide no later than 2050. From this order,

³ <https://www.areadevelopment.com/Corporate-Consultants-Survey-Results/q1-2022/36th-annual-corporate-survey.shtml>

1 local federal facilities are seeking guidance and support from Evergy to meet these
2 guidelines and understand how renewable or nuclear energy can be leveraged to
3 comply. Large data centers, such as Google, and large manufacturers are also
4 seeking 24/7 carbon-free energy. However, providing and accounting for 24/7 CFE
5 is somewhat in its infancy and will require more development and support by
6 utilities, customers and renewable registries.

- 7 ▪ Lastly, RECs are sought by large C&I customers. Some large customers prefer a
8 simple historical REC option that is unbundled, meaning that the energy has been
9 disassociated with the REC. Businesses can buy unbundled RECs in one area of
10 the country and apply them to their energy usage in another area of the country,
11 making it difficult to assess the environmental impact. Alternatively, businesses
12 may seek a bundled REC where the only difference between a bundled and
13 unbundled REC is how they are purchased. Bundled RECs are sold together with
14 the physical electricity and part of the same contract where the energy and REC
15 price is fixed for a determined period. Bundled RECs are most often associated
16 with a PPA. RECs can also be obtained directly from the electric provider, which
17 provides for a closer matching of a business' energy use with the production of a
18 given renewable resource. If customers are unable to receive the energy that is
19 associated with a renewable asset, they then seek generation resources that deliver
20 the renewable energy or CFE to the same balancing authority that they reside.
21 Typically, a bundled REC is more expensive than an unbundled REC.

22 It was important for Evergy to consider these changing large C&I customer
23 renewable needs in the development of its Program to meet the largest of its customers'

1 needs but also realizing that one Program may not meet all large customers' needs –
2 existing and prospective. Therefore, Evergy prioritized that it would develop a new
3 program that would be additive to its existing renewable customer solutions portfolio with
4 an eye towards what elements may not be fully solutioned now and what will be considered
5 for future program offers.

6 **Q: How are companies with large loads, such as large data centers, like Google, Meta**
7 **and Microsoft, or advanced manufacturing customers, interacting with utilities for**
8 **their renewable energy?**

9 A: It depends on the customer's size and renewable energy requirements. Evergy's economic
10 development team is responding to an increasing number of economic development
11 proposals that are requesting renewable energy access and/or renewable attributes. How
12 both of these requests are accomplished can vary. In 2023, for example, data centers
13 worldwide accounted for over two-thirds of the corporate renewable purchases⁴. In
14 absence of utility renewable resources to meet impending data center energy needs, data
15 centers may execute a financial hedge or PPA with a renewable developer(s) to develop
16 additional, renewable energy and receive the renewable attributes. For example, Google,
17 who announced a new data center in Evergy's MO Metro jurisdiction, has also announced
18 a PPA for a 400 MW solar resource within Missouri⁵. While Evergy will supply electricity
19 to Google's site, Google developed this arrangement to meet their sustainable needs. For
20 Google, this checks the box of additionality that some customers are seeking in that this

⁴ www.spglobal.com/marketintelligence/en/news-insights/research/datacenter-companies-continue-renewable-buying-spree-surpassing-40-gw-in-us

⁵ <https://thinkkc.com/news/blog/thinkkc-blog/2024/03/20/google-announces-data-center-investment-in-kansas-city>

1 renewables project would not have happened without the off-taker's (Google's)
2 participation.

3 As another large customer example, Department of Defense (“DOD”) has set a goal
4 to achieve 100 percent CFE on a net annual basis and a 50 percent CFE match of 24/7
5 demand on an hourly basis by 2030. Other large customers like Google, Microsoft, and
6 Amazon have even more aggressive goals. Google, for example, has a goal to run on 24/7
7 CFE on every grid that they operate by 2030 – this is at 100%, not 50%. Duke Energy, for
8 example, is working with Google, Microsoft, Amazon and Nucor to develop clean energy
9 solutions to meet those customers’ zero carbon energy goals and advance additionality.⁶

10 I provide these examples from the standpoint that there are multiple solutions that
11 can and are being developed in the industry and not one utility template of a renewable
12 program will fill all customers’ needs. However, if a utility is not actively understanding
13 its large C&I customers’ renewable needs and developing programs, the utility cannot be
14 a part of the solution and that may have a negative result in attracting new customers, or
15 existing customers may seek other alternatives.

16 **Q: How does Evergy’s proposed Program meet these prospective large data center and**
17 **advanced manufacturing customer requests and/or how does the proposed Program**
18 **meet Evergy Missouri’s existing large customers’ renewable needs?**

19 **A:** As demonstrated in Duke’s filing that I discussed above, these very large customers are
20 seeking more complex needs above securing renewable attributes, and they may apply an
21 additionality standard that this Program cannot directly provide. The Program in this filing
22 may meet some potential large customer needs, but based on the program design and offer

⁶ <https://news.duke-energy.com/releases/responding-to-growing-demand-duke-energy-amazon-google-microsoft-and-nucor-execute-agreements-to-accelerate-clean-energy-options>

1 of participation to customers, it will likely be a solution for existing large customers’
2 renewables interest that are seeking prospective renewable attributes for renewable
3 generation within their balancing authority.

4 The proposed Program leverages clean energy resources identified (and
5 procured/built) in the Company’s Integrated Resource Plan (“IRP”) by capturing the value
6 of the renewable attributes not needed for compliance and returning that value to all Evergy
7 MO West customers paying for the resources under a long-term agreement with subscribers
8 to the Program. Renewables interest from Evergy’s Missouri existing large customers
9 remains strong, with over 50 large customers having expressing interest previously or as
10 recently as a survey conducted by Evergy in June 2024. Additionally, Michelle Hataway,
11 Director for the Missouri Department of Economic Development, shared during remarks
12 at the MPSC Power MO: Securing Missouri's Energy Future Summit on August 13, 2024
13 that “a new trend we’re seeing is that customers are wanting new renewable options.”
14 Evergy MO West’s proposed Program helps to fill this gap.

15 **Q: What are the limitations of Evergy’s existing portfolio of renewable program offers?**

16 A: While Evergy’s existing portfolio of renewable programs is very well suited for many
17 different types of customers and needs, we know that our existing portfolio needs to evolve
18 to meet the more complex needs of our existing and future large C&I customers, provide
19 long-term price certainty to participating customers for renewable attributes, and provide
20 added value to all customers participating or not in the renewable program. Our current
21 renewables portfolio has limiters that vary by program. For example, while the SSP
22 Program is targeted to residential or small and medium sized business customers, it is not
23 well suited for larger customer needs. The tariff does allow the resource to be subscribed

1 to by C&I customers⁷, but these arrays are typically smaller and more expensive relative
2 to a large customer rate. Furthermore, the limited potential MW capacity of the existing
3 resource left for each jurisdiction to be transferred to the SSP Program is too little to serve
4 the needs of these large C&I customers. The LI Solar Subscription Pilot Program is
5 designed specifically for low-income residential customers so that they may also enjoy
6 meeting their sustainable goals, but not at a higher cost than retail rates. Lastly, the RER
7 Program, which was designed for larger customers, solves for many customer needs - (a)
8 it is a long-term contract with price certainty; (b) it acts as a virtual PPA⁸; it provides for
9 locally sourced renewable energy; and (c) it provides REC attributes to subscribing
10 customers. However, the MO West RER Program was quickly subscribed⁹; it does not
11 have additional existing capacity available under current PPAs; and the RER program
12 design introduces more price uncertainty and risk than a large customer today may be
13 seeking. For these reasons, Evergy began to evaluate other options to support large
14 customer renewable needs.

15 **Q: Please further expound on why Evergy MO West is seeking MPSC approval of a new**
16 **voluntary renewable energy program for its C&I customers.**

17 **A:** While Evergy MO West was an early leader in renewable tariff development and developed
18 programs with many positive participant attributes, we recognize that our renewable
19 program portfolio has limitations, as I describe above. It is incumbent on us to evolve our

⁷ Schedule SSP: 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.

⁸ The RER Program subscriber receives a bill charge or credit for the difference in the SPP market sale price (plus the Company's administrative charge) compared to the tariffed fixed renewable resource price times the RER program subscriber's capacity share of renewable generation.

⁹ The PPA for the Cimarron Bend III wind resource (75 MW) that supports the Schedule RER in MO West is based on a resource price of \$16.70 per MWh and an administrative cost of \$0.30 per MWh.

1 renewable program portfolio to respond to the demand of existing and future customers
2 and to develop a program for C&I customers that is flexible and aligned with these
3 demands. I will further discuss other utility renewable programs later in my testimony, but
4 there has been considerable creativity in the utility industry to leverage the renewable assets
5 planned for in a utility's IRP for meeting capacity and energy needs that support the
6 industry's transition to clean energy resources by maximizing the inherent value (forward
7 REC value) for the benefit of all customers when the renewable attributes are not needed
8 for compliance. The Program provides a win-win for both participating and non-
9 participating customers now rather than waiting to sell the unbundled RECs at a future date
10 and possibly at a lower value.

11 **Q: What other national utility renewable programs did Evergy evaluate?**

12 A: In addition to the review of Duke's filing I discuss above, Evergy performed an extensive
13 benchmarking effort in 2023. Those utility programs that most closely met our objectives
14 included:

- 15 ■ Ameren Missouri's Renewable Solutions program¹⁰ – The subscription program is
16 designed to meet large customer sustainability needs by offering a program that
17 allows the customer to subscribe to the capacity of a renewable asset that is planned
18 for within Ameren Missouri's IRP and match up to 100% of the customer's total
19 energy use. Ameren Missouri's Renewable Solutions program provides long-term
20 price certainty to subscribers and recovers the implied cost of RECs generated,
21 which is used as an offset to all customers' revenue requirement. The resource(s)

¹⁰ File No. EA-2022-0245 and File No. EA-2023-0286

1 are in rate base for whole life/depreciable life over 30 years and includes a 15-
2 year participant subscription term.

- 3 ■ Florida Power & Light's ("FPL") SolarTogether program provides access to 1,490
4 MW of new solar, comprised of 20 facilities. Seventy-five percent is reserved for
5 C&I customers and 25 percent for residential customers (inclusive of 10 percent of
6 which is reserved for low-income customers). Similar to Ameren's program, it
7 provides price certainty to participating customers through fixed billing
8 components and ties directly to local resources.

- 9 ■ Entergy Arkansas signed a Memorandum of Understandings ("MOU") with
10 General Service Administration ("GSA") and Department of Energy ("DOE"),
11 respectively, to determine a path for the CFE Executive Order. As a result, Entergy
12 Arkansas' Go Zero tariff allows its public and private sector customers to utilize
13 regionally-sourced nuclear and renewables. The new program is one of the world's
14 first electricity utility tariffs that supports 24/7 hourly matching of CFE.

15 **Q: How did Evergy MO West's benchmarking effort inform its next steps?**

16 A: The benchmarking effort reinforced that the national demand for renewables is
17 unwavering, and utilities are responding to large customer needs by developing more
18 programs, leveraging larger renewables, and only a small number of utilities are at the cusp
19 of developing programs to respond to large customers' needs for 24/7 CFE. Following its
20 review, Evergy MO West developed the Green Solution Connections Program to
21 complement our existing portfolio and meet our existing large customers' objectives in the
22 near-term. Evergy MO West also incorporated elements of Ameren Missouri's Renewable
23 Solutions program that I will discuss later in my testimony.

1 **Q: Are there other renewable or sustainability solutions that Evergy MO West is**
2 **considering?**

3 A: Yes, Evergy MO West reviewed customer needs for renewable program elements
4 holistically. I mentioned that there are other needs of customers that our proposed Program
5 does not solve for. We are advancing the Green Solution Connections Program with this
6 CCN as it is supportive to this case, and we will continue to evaluate any future needed
7 changes or additions to the remainder of our existing portfolio. As we identify changes or
8 additions, we will advance as appropriate.

9 **III. PROGRAM DESIGN DETAILS AND PRICING APPROACH**

10 **Q: Please elaborate on the proposed design approach of the Program.**

11 A: The Program is a voluntary subscription-based program for I C&I customers. The purpose
12 of the Program is to offer eligible Evergy MO West and Evergy MO Metro customers an
13 opportunity to subscribe to the renewable attributes of the new renewable generation
14 resources identified through the IRP. While the renewable generation proposed in this
15 CCN is being built to serve the needs of all Evergy MO West customers, the renewable
16 attributes associated with that renewable resource are not needed to meet Evergy's
17 Renewable Portfolio Standard ("RPS") requirements. Therefore, Evergy MO West is
18 proposing to offer the renewable attributes from the CCN solar builds under a long-term
19 subscription service where the price is fixed for the customer agreement length. Revenues
20 collected from the sale of those attributes will offset MO West's fuel costs in its fuel
21 adjustment clause. I will discuss further in my testimony that the Program is proposed to
22 allow both Evergy MO West and Evergy MO Metro eligible customers to subscribe;
23 however, Evergy MO West customers will be prioritized.

1 An eligible C&I customer will subscribe to the Program and will pay monthly for
2 the cost of renewable attributes generated from the resource at a specified annual price per
3 kilowatt-hour based on the customer's subscribed amount. A customer may subscribe to
4 the percentage of the renewable asset output (kW) needed to match up to 100% (in single
5 percentages) of the customer's eligible annual usage to align with the renewable asset's
6 estimated annual generation. Under the Program Agreement, customers will subscribe to
7 the renewable attributes from a specific renewable resource for a long-term period of 10 or
8 15 years, depending on the resource. In this CCN filing, Evergy MO West is requesting
9 approval to build a 100 MW solar array and a 65 MW array. For this Program, Evergy
10 MO West proposes to offer the renewable attributes from the 65 MW array under a 10-year
11 customer agreement and the renewable attributes from the 100 MW array under a 15-year
12 customer agreement. I will further address why Evergy MO West is proposing two terms
13 for customer agreements.

14 The tariff that supports the Program includes the process that the Company will
15 undertake to allow Evergy's Missouri customers to subscribe to the renewable attributes
16 and how revenue collected from Evergy MO West or Evergy MO Metro subscribing
17 customers for the renewable attributes will be treated for the benefit of all Evergy MO West
18 customers. Company witness Kevin Gunn addresses the revenue treatment from the sale
19 of the renewable attributes associated with the resources.

20 **Q: Please discuss the pricing approach for the renewable attributes offered through the**
21 **proposed Program.**

22 **A:** Fundamentally, Evergy MO West is seeking Commission approval to sell the future
23 renewable attributes tied to the renewable energy generated from the two solar assets that

1 it is seeking approval to build in this CCN. Evergy currently sells historical (unbundled)
2 RECs from its existing renewable generation, ensuring first that all requirements for tariffs,
3 mandatory and voluntary RPS are met prior to consideration of selling. The Company sells
4 these historical renewable attributes to customers, separate from their retail energy service
5 (also referred to as unbundled RECs). The sale of historical, unbundled RECs is credited
6 against the respective asset's jurisdictional fuel adjustment clause ("FAC").

7 Evergy is proposing a 10-year and 15-year contract agreement for the Program.
8 While there is an established market for the sale of these unbundled RECs, the longest term
9 available in the Green-E/Voluntary North American REC market for National GE
10 Wind/Solar is a 5-year term. To adequately price the forward renewable attributes and
11 overcome this limitation, Evergy MO West developed a pricing strategy for the Program
12 that considers two main elements. First, C&I customers prefer long-term, fixed-price
13 certainty so Evergy MO West's Program provides participating customers the option of
14 choosing a 10-year or 15-year agreement. This is an inherent value to C&I customers for
15 long-term price certainty but there is also risk that Evergy MO West must consider and
16 reflect in its pricing strategy. Second, it is also anticipated that C&I customers will also
17 place a higher value on the renewable attributes generated from these assets given that
18 these are (1) new, carbon-free resources; (2) the solar assets deliver CFE to the same
19 balancing authority that Evergy's Missouri customers are located; and (3) that the Program
20 will retire the renewable attributes on the Program participant's behalf. These three
21 elements formulate the basis for the Program pricing strategy.

22 As I step through the pricing development for the renewable attributes, please refer
23 to Schedule KHW-1.

1 Using the Amerex Brokers, LLC. North American REC Markets pricing as of June
2 17, 2024, the Company relied upon the Green-E/Voluntary National GE Wind/Solar “ask
3 price” as the basis of the unbundled market value for the renewable attributes for the period
4 2025-2028 (Schedule KHW-1, Column A, Lines 2-6). Because the ERCOT Texas GE
5 Wind market includes a forward market “ask price” through 2030, the Company then relied
6 on the “ask price” for 2029-2030 (Schedule KHW-1, Column A, Lines 7-8). Pricing was
7 then extrapolated for 2031 through 2039 by subtracting the National GE Wind/Solar
8 variance from 2027 and 2028 and adding to the prior year’s “ask price” (Schedule KHW-
9 1, Column A, Lines 9-17).

10 Next, an asset-backed premium (Schedule KHW-1, Column D) was included to
11 reflect the higher value of the renewable attributes from the specific IRP-related renewable
12 assets: new, carbon-free resources that deliver CFE to the same balancing authority that
13 our Missouri customers are located. The asset-backed premium is 50% of the market ask
14 price for Years 1-5 and 25% of the market ask price for Years 6-15. As more renewables
15 are available, the premium is likely to lessen.

16 Then, Evergy MO West factors in a market-risk premium (Schedule KHW-1,
17 Column E) to account for pricing variability over the duration of the subscriber’s term. A
18 premium was applied beginning in the fifth year of the agreement term of at 10% of the
19 market ask for Years 6-15. As time increases, there is potentially greater risk to consider
20 that cannot be fully measured.

21 Lastly, to account for administration cost, an administration charge (Schedule
22 KHW-1, Column F) was added annually for Years 1-15, escalating at 2%, to reflect the
23 costs of tracking, reporting and retiring renewable attributes on a subscriber’s behalf.

The sum of Columns C through F shown in Schedule KHW-1 set the basis for the forward price curve. The average price of the renewable attribute charge for the 10-year and 15-year contract is determined to be \$10.33/MWh and \$9.32/MWh, respectively.

Evergy MO West proposes to reverse the forward pricing curve so that subscribers pay a higher up-front cost in the early years to reflect the long-term financial hedge as shown in Columns H and I of Schedule KHW-1 for the 15-year and 10-year customer agreements, respectively.

This renewable attribute price is referred to in the tariff as the Green Solution Rate (“GSR”), which is priced on a dollar (\$) per megawatt hour (MWh) basis.

Table 1 below summarizes the Program offer.

Table 1

Item	Description
Resource Type	Solar or Wind
Program Size	Phase 1: 165 MW-AC Solar
Enrollment Amount	<p>An eligible customer will subscribe to the output of the renewable asset and will pay monthly for the cost of those renewable attributes at the Green Solution Rate that matches the energy generated based on the customer’s subscription.</p> <p>A customer may subscribe to the percentage of the renewable asset output needed to match up to 100% (in single percentages) of the customer’s eligible annual usage to align with the renewable asset’s estimated annual generation.</p>
Green Solution Rate (GSR)	\$ per MWh, fixed annual pricing
Contract Term	Resource 1 (65 MWac): 10 years Resource 2 (100 MWac): 15 years
Renewable Energy Certificates	Retired annually on behalf of subscribers

1 The GSR tariff provides for the 10-year and 15-year schedule of fixed pricing for
2 the renewable attributes. The subscribing customer will be invoiced monthly for the
3 portion of the energy generated based on their subscription percentage times the GSR rate
4 for the corresponding year that the energy was generated. The renewable attributes for the
5 portion of renewable energy that the customer's subscribed allocation produces are then
6 retired by the Company annually on the subscribing customer's behalf.

7 **Q: Can you further elaborate on why Evergy MO West is proposing both a 10-year and**
8 **15-year agreement for renewable attributes?**

9 A: Yes. Evergy MO West has had significant discussions with the DOD and understanding
10 the requirements of EO 14057 and how that applies to other governmental agencies, such
11 as the National Nuclear Security Administration ("NNSA"). The DOD and the NNSA
12 have significant load in the Evergy MO West service territory. Understanding their
13 requirements and limitations was a priority. From our discussions, Evergy MO West
14 learned that 40 U.S. Code § 501 limits public utility contracts to 10 years. Therefore, it
15 was important to construct an agreement that could meet the needs of the US government
16 to meet their goals, but also provide an opportunity for customers who would want longer,
17 price certain renewable attributes. In Evergy MO West's consideration of how best to meet
18 the needs of the government and other customers, Evergy MO West identified the 65 MW
19 IRP solar resource to be sourced for 10-year customer agreements and the 100 MW IRP
20 solar resource to be sourced for 15-year customer agreements.

1 **Q: Given that the GSR was developed in June 2024, will Evergy MO West update the**
2 **renewable attribute pricing at any future date?**

3 A: Yes. It will be important to incorporate the most recent market pricing upon Commission
4 approval of the Program but prior to soliciting customer interest. Customers want to know
5 what the pricing is before signing an agreement. Therefore, upon MPSC approval, Evergy
6 MO West would propose to apply the same pricing methodology as I described earlier in
7 my testimony but with the most up to date North American REC Market pricing for the
8 Market Ask Price so that eligible customers can make the most informed decision before
9 executing a long-term agreement. Evergy does not anticipate a significant change in
10 pricing, but given that it is defined as a market ask price, it is reasonable to update that
11 when the Commission approves the tariff.

12 **Q: Given that the Company has established demand for the Program, please describe**
13 **how Evergy MO West will solicit customer agreements for subscription to the**
14 **renewable attributes for each of the resources.**

15 A: Customer engagement, training and participation are all critical elements of the Program's
16 success. Evergy MO West has consulted how to best engage with customers on the
17 Program with Enel X, a third party who specializes in renewable attribute auctions with
18 utilities and their customers. The solicitation process is proposed to include the following:

- 19 ■ Engagement with customers will begin with the distribution of Program overview
20 and participation materials to customers that meet pre-qualification criteria, such as
21 minimum annual consumption thresholds or qualifying rate classes.
- 22 ■ Evergy MO West will establish a dedicated email address and inbox to facilitate all
23 formal customer communications relating to the solicitation to ensure a consistent

1 and unbiased communication channel. Enel X will engage with respondents to
2 ensure receipt of all critical communications, confirm that they are able to access
3 the associated materials, provide training, ensure that they are aware of the
4 enrollment schedule, and field any open questions they may have.

- 5 ■ Everygy MO West will develop and distribute material describing the costs and
6 benefits of program participation including but not limited to:

- 7 ○ Program and enrollment overview
- 8 ○ Program participation cost/benefit tool
- 9 ○ Binding participation agreements
- 10 ○ Frequently asked questions (“FAQ”) document

11
12 In advance of enrollment, Everygy MO West and Enel X will host webinar(s) to
13 promote, educate, and engage eligible, potential participants on the Program. The Everygy
14 MO West and Enel X teams will also conduct individualized training that simulates
15 enrollment levels and financial impact to interested subscribers.

16 To enroll in Everygy MO West’s Program, customers must meet program pre-
17 qualification criteria, and comply with participation requirements, such as the timely
18 submission of fully executed Participation Agreements. Everygy MO West expects that it
19 will execute on the solicitation process described above approximately 30 to 60 days before
20 opening up customer enrollment to the Program. The Program will be first come, first
21 serve until each resource is fully subscribed.

22 **Q: Who will be eligible to participate in the Program and how will the Program be**
23 **administered?**

24 A: Everygy MO West proposes to first open the program for each of the resources (15-year
25 agreement for the 100 MW resource and 10-year agreement for the 65 MW resource) to
26 Everygy MO West eligible C&I customers given that the IRP resources are being developed

1 to serve the needs of Evergy MO West customers. Evergy MO West eligible customers
2 will be provided a date certain to return fully executed Program Agreements to Evergy MO
3 West specifying the customer's subscription. Evergy MO West will continue to accept
4 Program Agreements from Evergy MO West customers until the sooner of each resource
5 is fully subscribed or for 30 days. In the event that the resource is not fully subscribed after
6 30 days by Evergy MO West customers, Evergy MO West will then open the program to
7 Evergy MO Metro eligible customers (Evergy MO West eligible customers may also
8 continue to participate). Evergy MO West will continue to accept Program Agreements
9 from Evergy MO Metro and Evergy MO West customers until the sooner of each resource
10 is fully subscribed. The Program will remain open to eligible customers until the resources
11 are fully subscribed. Evergy MO West is hopeful that the Program is fully subscribed to
12 upon offering it to eligible customers for both resources for the full 10- or 15-year
13 agreement. However, if that did not happen and there was remaining subscription
14 availability outstanding after Year 1, a customer executing a long-term agreement under
15 the tariff would begin paying for the forward renewable attributes relative to the year that
16 it is subscribing. For example, if there were remaining subscriptions after the initial offer
17 and a customer did not initiate an agreement until 2028 under a 15-year agreement, the
18 customer would begin paying the 2028 pricing of \$11.04 per MWh for the remainder of
19 the term (through 2039). Additionally, in absence of forward agreements for the renewable
20 attributes from these Evergy MO West assets, Evergy will offer the historical renewable
21 attributes from these assets as they occur alongside any other historical RECs in its
22 inventory. In that case, those sales would be credited against Evergy MO West's FAC as
23 currently done.

1 **Q: What happens if the Program is oversubscribed in the initial offer?**

2 A: Evergy MO West will track receipt of customer contracts and subscription level; it will be
3 important to ensure that the program is first come, first serve. If there is a waitlist, Evergy
4 will return to that list if a customer terminates their contract for any reason in the order of
5 the waitlist.

6 **Q: What happens if a subscriber breaks the contract?**

7 A: The Program Agreement specifies payment of termination fees by a subscriber if the
8 Program Agreement is severed. Draft agreements are attached to my testimony as
9 confidential Schedule KHW-2.

10 **Q: Has the Company prepared an exemplar tariff for the Program?**

11 A: Yes. The Program exemplar tariff is included as Schedule GSR (Schedule KHW-4).

12 **Q: Is the Program tariff a rider?**

13 A: No, it is not. Evergy MO West is proposing that subscribing customers be invoiced “off-
14 bill” for the Program, which is the same way that Evergy MO West currently collects
15 revenue from customers’ unbundled REC purchases from Evergy. Evergy MO West will
16 invoice subscribing customers monthly for the portion of the energy generated based on
17 their subscription times the GSR rate for the corresponding year that the energy was
18 generated. Because the renewable attributes are discretionary purchases by the customer,
19 Evergy MO West has opted to provide a separate invoice to participants to keep the
20 customer’s electric bill void of extra costs unrelated to the provision of electric service.
21 The tariff that supports the Program includes the process that the Company will undertake
22 to allow Evergy Missouri customers to subscribe to the forward renewable attributes and
23 how revenue collected from subscribing customers for the forward renewable attributes

1 will be treated for the benefit of all Evergy MO West customers. Given that a market exists
2 for the sale of historical RECs, Evergy has not sought approval nor does a tariff support
3 that activity. However, Evergy MO West is seeking approval for the tariff that provides for
4 the forward sale of the renewable attributes given that there is not market that exists past
5 5-years in the Green-E/Voluntary North American REC market.

6 **Q: You mentioned earlier that Evergy MO West incorporated specific elements of**
7 **Ameren Missouri's Renewable Energy Solutions program. How does Evergy MO**
8 **West's Program compare to Ameren's Renewable Energy Solutions Program?**

9 A: At its core, the programs are similar given that subscribing customers "receive RECs
10 created by the resource output that legally signify their claim to the renewable energy that
11 was produced by that resource."¹¹ The renewable attributes are offered to C&I customers
12 through a fixed, price certain agreement that is long-term. However, I will highlight
13 differences, which are borne from Evergy being a multi-jurisdictional utility in Missouri
14 and our C&I customer make-up for renewables interest, at least for the Program's first
15 phase, is different.

16 First, with respect to the pricing components, Evergy MO West proposes to price
17 the renewable attributes on a \$ per MWh basis, which is how RECs are sold today on the
18 market, whereas, Ameren Missouri's program includes a charge (\$ per kW) and a benefits
19 credit (\$ per kWh). Using the benefits credit and the charge, the resulting calculation is
20 the price of an implied REC. For its first IRP related renewable resource in EA-2022-0245
21 planned for the Renewable Energy Solutions program, Ameren Missouri proposed a fixed
22 long-term pricing schedule, which was approved by the MPSC. As provided in Ameren

¹¹ Ameren witness Steve Wills direct testimony, EA-2023-0286, page 20.

Missouri witness Steve Wills’ testimony in EA-2-22-0245, Mr. Wills states that “the implied cost per REC at the P-50, P-75, and P-99¹² percentiles of production from the facility are shown in Table 2 below:

Table 2 – Implied Subscriber Cost per REC

Production Level	Implied Cost per REC
P-50	\$3.91
P-75	\$5.62
P-99	\$10.36” ¹³

However, in Ameren Missouri’s second phase of its Renewable Energy Solutions program (Filed in No. EA-2023-0286), the order established a floor for the first year of the charge component (aka Renewable Resource Rate) of \$9.50 per kW to be used in an auction process. The benefits credit would remain fixed in the auction (first year rate of \$0.04 per kWh). The charge component and benefits credit would be increased/decreased after the first year utilizing the Exhibit B in the order¹⁴. Applying the same method at a production level of P-50 as above, I calculate the implied REC (using the S&A floor) price to be \$9.91 per MWh, which is over a two-fold implied REC increase from Ameren Missouri’s first phase. Moreover, I understand that Ameren Missouri completed the auction for its second phase, and it was successful in fully subscribing the resource with the auction also resulting in the charge exceeding the floor set in the order so that the implied REC price resulted in a higher price than \$9.91 per MWh. I am not aware of the final auction pricing.

¹² Per Steve Wills’ direct testimony in No. EA-2022-0245: “P- levels indicate that production is expected to exceed the indicated level a particular percentage of the time. So, for example, the P-99 level suggests that 99% of the time production will exceed that level, so 1% of the time it may be lower than that level.”

¹³ Steve Wills’ Direct at 18, No. EA-2022-0245.

¹⁴ Escalator ranges from 101.25-102.6% (Exhibit B, Order Approving Stipulation and Agreement, No. EA-2023-0286).

1 Ameren's implied cost of the RECs for the first and second phases of \$3.91/MWh
2 (200 MW solar array) and \$9.91/MWh (based on stipulated floor and not the final auction
3 result) (150 MW solar array), respectively, compare to Evergy MO West's proposed
4 implied cost for renewable attributes of \$10.33/MWh (65 MW solar array) and \$9.32/MWh
5 (100 MW solar array) for a 10-year and 15-year contract.

6 Third, Evergy MO West is proposing to invoice customers monthly for the cost of
7 the renewable attributes rather than charge on-bill. As provided earlier in my testimony,
8 Evergy is applying the same treatment for sale of forward renewable attributes as it does
9 for the sale of historical renewable attributes. However, Ameren Missouri's program
10 tracks its program revenues where those revenues are reflected in base rates (by lowering
11 future revenue requirements) through an amortization in future rate proceedings¹⁵. Lastly,
12 while Evergy MO West is proposing to open the Program to allow both Evergy MO Metro
13 and Evergy MO West large customers to subscribe and offer a 10-year and 15-year
14 contract, Ameren Missouri offers only a 15-year contract. Also, I note that Ameren
15 Missouri solicited customer support (20 customers) with estimated pricing for its first
16 program filing but in its second offer, it performed an auction to establish program pricing
17 (with a stipulated floor) with interested customers as a result of its second filing. Because
18 Evergy MO West has a smaller large customer base than Ameren Missouri and this is
19 Evergy MO West's first phase of its proposed Program, Evergy MO West is concerned
20 that an auction would not result in a much higher cost than Ameren Missouri's implied
21 REC value (based on the stipulated floor), notwithstanding the premium that resulted from
22 the auction. Additionally, an auction may also preclude government customers from

¹⁵ Steve Wills' Direct at 20-21, No. EA-2022-0245.

1 participating. Therefore, Evergy MO West has carefully constructed the fixed forward
2 renewable attribute pricing to reflect the increased value of the CCN renewable resource
3 attributes and market risk uncertainty of the REC market without including an auction to
4 increase the implied REC price.

5 **IV. CUSTOMER BENEFITS OF PROGRAM**

6 **Q: Please succinctly summarize the benefits of the Program to subscribers.**

7 A: The Program represents an ideal balance to provide subscribers with an option to meet their
8 sustainability goals. The Program fulfills several goals that Evergy seeks to meet C&I
9 customer demand: (a) the Program is designed to be flexible and aligned with large
10 customer demands; (b) it provides the opportunity to acquire renewable energy attributes
11 with long-term price certainty; and (c) it includes renewables that are local and positively
12 impacts non-participants. The Program has other specific customer benefits that simply
13 buying unbundled RECs does not provide including predictable pricing, support for the
14 local economy, or improved environment through lower carbon emissions. The pricing of
15 the Program is not tied to the broader wholesale energy market whereas unbundled RECs
16 have that exposure, thus future fluctuations in energy pricing could translate to higher
17 unbundled REC prices.

18 **Q: What are the benefits of the Program to non-participating customers?**

19 A: As shown in Schedule KHW-3, Evergy MO West has estimated that Phase 1 of the Program
20 (supported by the 65 MW and 100 MW CCN resources) would provide an estimated \$15.6
21 million and estimated \$31.7 million of benefits over the 10-year and 15-year agreements,
22 respectively, for Evergy MO West customers, or a total of \$47.3 million. Evergy MO West
23 is proposing to credit these revenues to Evergy MO West's FAC for the benefit of all MO

1 West customers. Company witness Gunn further discusses Evergy MO West's revenue
2 treatment of the renewable attributes from the resources in his testimony.

3 **Q: You refer to "Phase 1" above - does Evergy anticipate more phases of this Program?**

4 A: This Program complements renewable projects within the IRP very well by providing a
5 product that our large customers are requesting and provides benefits to all customers in
6 the jurisdiction where the renewable resource is being developed. However, just because
7 an IRP may add a renewable resource in the future, it does not automatically dedicate its
8 renewable attributes to this program. Evergy will evaluate plans to expand the Program to
9 include additional phases of the Program in future CCN filings for renewables, which will
10 also be dependent on the needs of our large customers. If Evergy deems that the renewable
11 attributes of a resource are not needed for compliance and that it would like to expand the
12 Program, at that time, Evergy would seek approval from the Commission to update the
13 pricing for forward renewable attributes associated with those planned IRP renewable
14 assets.

15 V. CONCLUSION

16 **Q: What are the key takeaways regarding the Program?**

17 A: Evergy MO West is excited to respond to its existing large customers' renewable needs
18 through this Program. Existing large customer demand for the Program has been
19 expressed, which demonstrates a clear need for this Program. The Program complements
20 Evergy MO West's existing renewable solutions portfolio well. It creates benefits for all
21 customers by crediting the revenues from the sale of the renewable attributes to MO West
22 customers' FAC, thereby reducing fuel costs. Lastly, the Program design that Evergy is
23 proposing is at its core similar to Ameren Missouri's Renewable Energy Solutions

1 Portfolio, which was approved by the Commission and expanded recently. Evergy MO
2 West proposes to price the renewable attributes on a \$ per MWh basis, which is how RECs
3 are sold today on the market, but the basis of the program, which is to offer a forward sale
4 of renewable attributes to large customers through a fixed, price certain agreement that is
5 long-term, is very similar.

6 **Q: Does this conclude your testimony?**

7 A: Yes, it does.


In the Matter of the Application of Evergy)
Missouri West, Inc. d/b/a Evergy Missouri) Case No. EA-2024-0292
West for Permission and Approval of a)
Certificate of Public Convenience and Necessity)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)


1. My name is Kimberly H. Winslow. I work in Kansas City, Missouri, and I am employed by Evergy Metro, Inc. as Senior Director, Energy Solutions

2. Attached hereto and made a part hereof for all purposes is my Direct Testimony on behalf of Every Missouri West consisting of thirty-one (31) pages, having been prepared in written form for introduction into evidence in the above-captioned docket.

3. I have knowledge of the matters set forth therein. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded, including any attachments thereto, are true and accurate to the best of my knowledge, information and belief.


Kimberly H. Winslow

Subscribed and sworn before me this 25th day of October 2024.



Notary Public

My commission expires: 4/26/2025



Schedule KHW-1

Determination of Attribute Charge for 10-Year and 15-Year Agreements

Line No./Column	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]
1		Calendar Year	Market Ask Price	Asset Backed Premium	Market Risk Premium	Admin Fee	Attribute Charge	15-Year Agreement Pricing	10-Year Agreement Pricing
2	Current Year	2024	\$/MWh	\$/MWh	\$/MWh	\$/MWh	\$/MWh	\$/MWh	\$/MWh
3	Year 1	2025	2.45	1.58	0.00	0.25	4.98	12.48	12.48
4	Year 2	2026	3.15	1.93	0.00	0.26	6.03	12.00	12.00
5	Year 3	2027	3.85	2.58	0.00	0.26	7.99	11.52	11.52
6	Year 4	2028	5.15	2.75	0.00	0.27	8.52	11.04	11.04
7	Year 5	2029	5.50	2.90	0.00	0.27	8.97	10.56	10.56
8	Year 6	2030	5.80	1.46	0.59	0.28	8.17	10.09	10.09
9	Year 7	2031	5.85	1.55	0.62	0.28	8.65	9.61	9.61
10	Year 8	2032	6.20	1.64	0.66	0.29	9.13	9.13	9.13
11	Year 9	2033	6.55	1.73	0.69	0.29	9.61	8.65	8.65
12	Year 10	2034	6.90	1.81	0.73	0.30	10.09	8.17	8.17
13	Year 11	2035	7.25	1.90	0.76	0.30	10.56	8.97	
14	Year 12	2036	7.60	1.99	0.80	0.31	11.04	8.52	
15	Year 13	2037	7.95	2.08	0.83	0.32	11.52	7.99	
16	Year 14	2038	8.30	2.16	0.87	0.32	12.00	6.03	
17	Year 15	2039	8.65	2.25	0.90	0.33	12.48	4.98	
18	10 Year Term	Average					10.33		10.33
19	15 Year Term	Average					9.32	9.32	

Market Ask Price As Of June 17, 2024

**SCHEDULE KHW-2
CONTAINS CONFIDENTIAL
INFORMATION
NOT AVAILABLE TO THE PUBLIC.

ORIGINAL FILED UNDER SEAL.**

Schedule KHW-3

Summary of Revenue Generated from Renewable Attributes Subscription at 100%

Line No./Column	[A]	[B]	[C]	[D]	[E]	[F]	[G]
1		Vintage Year	Renewables Attribute Rate \$/MWh	Estimated Revenue From 15 Year Agreement (Foxtrot - 100 MW)) \$	15 Year Estimated Production (Foxtrot - 100 MW) kWh	Estimated Revenue From 10 Year Agreement (Sunflower - 65 MW) \$	10 Year Estimated Production (Sunflower - 65 MW) kWh
2	Year 1	2025	12.48	2,918,942	233,892,000	1,918,630	153,738,000
3	Year 2	2026	12.00	2,792,880	232,722,540	1,835,770	152,969,310
4	Year 3	2027	11.52	2,668,036	231,558,927	1,753,709	152,204,463
5	Year 4	2028	11.04	2,544,399	230,401,133	1,672,442	151,443,441
6	Year 5	2029	10.56	2,421,959	229,249,127	1,591,962	150,686,224
7	Year 6	2030	10.09	2,300,708	228,102,881	1,512,263	149,932,793
8	Year 7	2031	9.61	2,180,635	226,962,367	1,433,339	149,183,129
9	Year 8	2032	9.13	2,061,731	225,827,555	1,355,183	148,437,213
10	Year 9	2033	8.65	1,943,987	224,698,417	1,277,790	147,695,027
11	Year 10	2034	8.17	1,827,394	223,574,925	1,201,152	146,956,552
12	Year 11	2035	8.97	1,995,575	222,457,051		
13	Year 12	2036	8.52	1,884,818	221,344,765		
14	Year 13	2037	7.99	1,758,623	220,238,042		
15	Year 14	2038	6.03	1,321,395	219,136,851		
16	Year 15	2039	4.98	1,084,755	218,041,167		
17	15 Year Term	Average	9.32				
18	10 Year Term	Average	10.33				
	15 Year Term	Total		31,705,838			
	10 Year Term	Total				15,552,240	

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

P.S.C. MO. No. 1

Original Sheet No. 169

Canceling P.S.C. MO. No. _____

Revised Sheet No. _____

For Missouri Retail Service Area

GREEN SOLUTION CONNECTIONS RIDER
Schedule GSR

PURPOSE

The purpose of the Green Solution Connections Rider ("Green Solution Connections" or "Program") is to offer eligible Customers an opportunity to subscribe to forward renewable energy attributes associated with new Company-owned wind and/or solar generation that are not needed to meet the Company's Renewable Portfolio Standards.

PROGRAM DESCRIPTION

Under the Program, eligible Customers can elect to subscribe to forward renewable energy attributes for a term of 10 or 15 years.

AVAILABILITY

This Program is available on a limited and voluntary basis, at the Company's option to non-residential Missouri Customers currently receiving permanent electric service from the Company through Schedule SGS, MGS, LGS, LPS, SGA, MGA, LGA, or PGA, with an annual average monthly peak demand greater than 200 kW. At the Company's sole approval, Customers that have an aggregate electric load of at least 2.5 megawatts (MW) based upon peak annual demand and an average of 200 kW per account or Governmental/Municipal Customers as established by Section 46.040, RSMo, or pursuant to Article VI, Section 15 of the Missouri Constitution and applicable enabling statutes enacted by the General Assembly thereunder, may combine separate accounts to participate in this Program.

Company may deem a Customer ineligible for the Program if they have received a disconnection notice within twelve (12) months preceding their submission of a Participant Agreement.

DEFINITIONS

For the purpose of this Program, the following definitions apply:

Customer: As defined in the Company's General Rules and Regulations as set forth in the Participation Agreement.

Account: Except as otherwise agreed between Company and Customer, each premise where electricity is individually metered is an account.

Affiliate: with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with "control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities (if applicable) or by contract or otherwise.

Metered Production: This is the total energy production of the Program Resources that are generating renewable power for the Program at a point in time, as measured where the power is injected into the wholesale energy market or by dedicated generation meters at the point of interconnection with the distribution system where resource output offsets power that would have otherwise been procured in the wholesale energy market. This value is expressed as the metered production of energy (measured in kilowatt-hours ("kWh")). Each Program Resource shall be separately metered.

Issued:
Issued by: Darrin R. Ives, Vice President

Effective:
1200 Main, Kansas City, MO 64105

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

P.S.C. MO. No. 1

Original Sheet No. 169.1

Canceling P.S.C. MO. No. _____

Revised Sheet No. _____

For Missouri Retail Service Area

GREEN SOLUTION CONNECTIONS RIDER
Schedule GSR

Commercial Pricing Node: The point where any transmission interconnects renewable energy from a Program Resource will be injected into the wholesale energy market.

Program Resources: Any commercially operational wind or solar generation resources built for the Company's Integrated Resource Plan ("IRP"). Once commercially operational, renewable generation facilities will be available to provide forward renewable attributes to subscribers for a term of 10 or 15 years, as assigned. Specific Program Resources shall be dedicated to specific phases of the Program.

Green Solution Rate ("GSR"): A \$/kWh rate applicable to subscribers applied to metered renewable energy Production of Program Resources. There is a unique Green Solution Rate for each resource and subsequent Program phase reflected on the applicable Rate Sheet for each phase.

Green Solution Charge ("GSC"): The Green Solution Charge will be calculated as the subscriber's RE Level multiplied by the Green Solution Rate.

RE Allocation Factor (%): This is calculated for each subscription by dividing the RE Level (measured in kilowatts ("kW")) by the total output of the Program Resources (in kW of alternating current power) dedicated to each Program phase. The RE Allocation Factor represents the percentage of the Program Resources for a given phase that produces energy for the Customer. To the extent that the Program Resources for a given phase are comprised of multiple resources that begin commercial operation at different times, the Customer's RE Allocation Factor will be calculated and updated as appropriate to reflect the subscriber's share of total output of all Program Resources dedicated to the Program phase in which the subscriber is participating that are generating renewable power at any point in time.

RE Level (kW): The RE Level is determined as provided for in the Agreement that is submitted by Customer. Subject to the terms of Customer's Agreement, the RE Level is calculated using the following formula:

[Customer's Annual Usage (kWh) * RE Subscription Level (%)] / [8,760 hours/year * Program Resource Capacity Factor];
where:

Capacity Factor: Assumed net capacity factor of the Program Resource dedicated to the applicable Program phase (to be determined by Company when it designates a Program Resource for a given phase; the assumed net capacity factor will be weighted when there are multiple Program Resources dedicated to a Program phase) measured as the expected average hourly alternating current output of the Program Resource divided by the output of the Program Resource measured in kW of alternating current power.

Customer's Annual Usage: Customer's actual metered energy usage over the 12 most recent monthly billing periods for which data is available, or Customer's expected metered energy usage over 12 monthly billing periods as determined by Company. Customer's Annual Usage shall be established at the time the Agreement is submitted by Customer. Customers that experience increases in load may amend their Agreement during the term of subscription to increase the RE Level subject to the availability of Program output. Customers that experience decreases in load may amend their Agreement during the term of subscription to decrease the RE Level by up to 10 percent of the initial RE Level commensurate with the decrease in load.

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Effective:
1200 Main, Kansas City, MO 64105

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

P.S.C. MO. No. 1

Original Sheet No. 169.2

Canceling P.S.C. MO. No. _____

Revised Sheet No. _____

For Missouri Retail Service Area

GREEN SOLUTION CONNECTIONS RIDER
Schedule GSR

Subscription Level (1-100%): An eligible Customer may subscribe in single percentage increments, up to 100% of the Customer's Annual Usage at the time the Agreement is submitted by Customer, subject to the terms of Customer's Agreement.

An eligible Customer may subscribe in percentage increments, up to 100% of the Customer's eligible Annual Usage, subject to the terms of Customer's Participation Agreement. The Agreement will reflect the Subscription Level and Customer's RE Level shall be determined, subject to the terms and conditions in this tariff and the Agreement.

Participation Agreement: A written contract executed by the Company and a Customer setting forth the specific terms of a Customer's subscription under the Program, including the Customer accounts covered by the subscription. An Agreement shall be dedicated to a specific phase of the Program.

OTHER PROGRAM PROVISIONS AND TERMS

1. Eligible Customers should carefully consider terms and conditions subject to participation in the Program.
2. The Renewable Energy Credits ("RECs") associated with the generation output of currently subscribed Program Resources will be retired on behalf of subscribed customers and shall not be used for any other purposes during the term of subscription including for the Company's compliance with Renewable Energy Standard ("RES") requirements. The Program is considered a voluntary program unrelated to compliance with RES requirements, therefore, the Commission is not actively monitoring the retirement of RECs or allocation amongst customers.
3. Any Customer receiving Renewable Energy Subscriptions or who formerly participated waives all rights to any billing adjustments or other relief arising from a claim that the Customer's subscription would be or would have been at a lower cost had the Customer not participated in the Program.
4. A Customer's subscription for renewable attributes is specific to the Customer accounts specified in the applicable Participation Agreement. A Customer's subscription for Renewable Energy Subscription is specific to the Program phase specified in the applicable Agreement.
5. If, prior to the end of the term of a given subscription, a Customer's premise that constitutes a separate account is relocated to another location within the Company's service territory, the Customer's subscription shall continue to be enrolled in the Program at the Customer's same Subscription Level at the new account established at the new location.

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Issued by: Darrin R. Ives, Vice President

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P.S.C. MO. No. 1

Original Sheet No. 169.3

Canceling P.S.C. MO. No. _____

Revised Sheet No. _____

For Missouri Retail Service Area

GREEN SOLUTION CONNECTIONS RIDER
Schedule GSR

6. If, prior to the end of the term of a given subscription, a Customer provides written notification of its election to terminate Renewable Energy Subscription for an account covered by a Participation Agreement:
- a. The Customer without penalty may transfer the Renewable Energy Subscription as set forth in and as permitted by the terms of the Agreement to another of Customer's accounts if within the Company's service territory and is either (i) currently not covered by an Agreement, or (ii) covered by an Agreement for only a part of its eligible usage, in either case only to the extent the consumption at the new account under (i) or the eligible unsubscribed usage at an account that had already been receiving Renewable Energy Subscription under (ii) is sufficient to meet the full Renewable Energy Subscription Level under the Agreement; or
 - b. At Customer's written request at least 60 days prior to the desired termination date, Company will attempt to find another interested customer that meets Company's eligibility requirements, executes and delivers an Agreement, and is willing to accept transfer of Subscription (or that part which cannot be transferred to another Customer account) for the remainder of the term of the subscription at issue; or
 - c. If option a) or b) is not applicable as to some or all the Renewable Energy Subscription at issue, the Customer will continue to be obligated to pay the Green Solution Charge as to that part of the Renewable Energy Subscription that was not transferred for the remainder of the Customer's subscription term; or
 - d. If option a) or b) is not applicable and in lieu of option c), the Customer may terminate Renewable Energy Subscription or the account at issue upon payment of the Termination Fee, which is as follows: The sum of the Green Solution Charges for the remainder of the term of the Agreement based on the Customer's Renewable Energy Subscription Level and the applicable Green Solution Rate. Notwithstanding the foregoing, if Customer files bankruptcy or ceases to be a customer of the Company, they must pay the termination fee within 30 days.
7. The availability of renewable subscriptions will be limited to the unsubscribed resource output available, and the remaining life of Program Resource(s) dedicated to a given Program phase. Subscriptions that exceed the available resource output and remaining life of available Program Resources will no longer be offered.
8. A Customer's Renewables subscription is not a security and does not represent an ownership interest in any of the Program Resources.

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P.S.C. MO. No. 1

Original Sheet No. 169.4

Canceling P.S.C. MO. No. _____

Revised Sheet No. _____

For Missouri Retail Service Area

GREEN SOLUTION CONNECTIONS RIDER
Schedule GSR

9. Upon the occurrence of any act or event not within the reasonable control of Company (i.e., force majeure event or change in law) that affects a Program Resource, Company shall be excused from performance under the Agreements for those subscribers taking Subscription in the Program phase to which such Program Resource was dedicated to the extent such performance is delayed or prevented by such act or event, and shall resume normal performance of the affected Agreements within the shortest time reasonably practicable. In the event that such a Program Resource is damaged, or production and/or transmittal of energy produced by a Program Resource is prevented from normal operations for more than six (6) months, Company may remove such affected Program Resource from the Program by giving notice of the removal to Customers with Renewables subscriptions in the applicable Program phase. In such event, such Customer's Renewable Energy Subscription Levels shall be reduced pro-rata to the degree necessary to account for the available Program Resource output, subject, however, to the Company's right to add additional Program Resources dedicated to the affected Program phase and to increase Renewable Energy Subscription Levels pro-rata up to the Customer's Renewable Energy Subscription Level prior to such pro-rata as additional Program Resource output for the applicable Program phase becomes available. If a Program Resource is removed from the Program under this paragraph 9 and the remaining available output results in a Customer's Renewable Energy Subscription Level being reduced to less than fifty percent of its Subscription Level, the Customer may cancel Customer's Program enrollment by giving written notice within 90 days after its Renewable Energy Subscription Level is reduced due to the removal of a Program Resource from the Program. The term of a Customer's subscription is unaffected by a force majeure event, removal of a Program Resource from the Program, or a change in the Subscription Level.

GENERAL RULES AND REGULATIONS

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to subscription supplied under this Program, except as specifically modified herein.

EXPANSION

The Company may add Program phases if there are sufficient subscriptions to support, and the Commission approves, any required Certificate of Convenience and Necessity ("CCN") for additional resources needed to serve the added Program phase or, if a CCN is not required, upon the commencement of commercial operation of such a resource.

RENEWABLE ATTRIBUTE RATE SCHEDULE – PROGRAM RESOURCE NO. 1

This Rate Schedule applies to RE Service for subscribers enrolled in Program Phase No. 1. Subsequent Program phases, if any, shall have a separate Rate Schedule.

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Schedule KHW-4

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

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Canceling P.S.C. MO. No. **Revised Sheet No.**
For Missouri Retail Service Area

GREEN SOLUTION CONNECTIONS RIDER Schedule GSR
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Year	Renewable Attribute Rate (\$/MWh) Resource 1A 100 MW 15 Year Agreement Term	Renewable Attribute Rate (\$/MWh) Resource 1B 65 MW 10 Year Agreement Term
1	12.48	12.48
2	12.00	12.00
3	11.52	11.52
4	11.04	11.04
5	10.56	10.56
6	10.09	10.09
7	9.61	9.61
8	9.13	9.13
9	8.65	8.65
10	8.17	8.17
11	8.97	
12	8.52	
13	7.99	
14	6.03	
15	4.98	

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**Evergy Metro, Inc. d/b/a Evergy Missouri Metro and
Evergy Missouri West, Inc. d/b/a Evergy Missouri West**

Docket No.: EA-2024-0292

Date: October 25, 2024

CONFIDENTIAL INFORMATION

The following information is provided to the Missouri Public Service Commission under CONFIDENTIAL SEAL:

Document/Page	Reason for Confidentiality from List Below
Schedule KHW-2	6 and 8

Rationale for the “confidential” designation pursuant to 20 CSR 4240-2.135 is documented below:

1. Customer-specific information;
2. Employee-sensitive personnel information;
3. Marketing analysis or other market-specific information relating to services offered in competition with others;
4. Marketing analysis or other market-specific information relating to goods or services purchased or acquired for use by a company in providing services to customers;
5. Reports, work papers, or other documentation related to work produced by internal or external auditors, consultants, or attorneys, except that total amounts billed by each external auditor, consultant, or attorney for services related to general rate proceedings shall always be public;
6. Strategies employed, to be employed, or under consideration in contract negotiations;
7. Relating to the security of a company's facilities; or
8. Concerning trade secrets, as defined in section 417.453, RSMo.
9. Other (specify) _____.

Should any party challenge the Company’s assertion of confidentiality with respect to the above information, the Company reserves the right to supplement the rationale contained herein with additional factual or legal information.