

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 1

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 6 Sheets

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

These General Terms and Conditions apply to all Service Agreements between Company and customer and to all Rate Schedules and Riders thereto approved by the Commission. They are subject to additions and modifications from time to time, and upon filing with and approval by the Commission, become effective and binding as a matter of law without any further notice. No inconsistency is intended between these General Terms and Conditions and more specific provisions in the Service Agreements, Rate Schedules, or Riders. Any inconsistency shall be resolved in favor of the more specific provisions in the Service Agreements, Rate Schedules or Rider. Copies of these General Terms and Conditions may be reviewed or obtained by any customer of Company at Company's principal place of business or at the Commission.

- 1.01 "Company" means ~~Westar Energy~~ Evergy Kansas Central, Inc. or Evergy Kansas South, Inc. ~~Gas and Electric~~ Company both doing business as Evergy Kansas Central ~~Westar Energy~~.
- 1.02 "Commission" means The State Corporation Commission of Kansas or any successor of such Commission having jurisdiction of the subject matter.
- 1.03 "Electric Service" means the availability of electric power and energy supplied by Company at a Point of Delivery within Company's Service Territory on or near the customer's premises, at approximately the standard voltage and frequency for a class of service made available by Company in that area, which source is adequate to meet customer's requirements, irrespective of whether or not the customer makes use of such Electric Service.
- 1.04 "Service Territory" means all areas included with that portion of the territory within the State of Kansas in which Company is duly certificated and authorized by the Commission to supply Electric Service.
- 1.05 "Customer" means a person, partnership, association, public or private firm, corporation or

Issued _____
Month Day Year

Effective October 28 2015
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 1

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Replacing Schedule GT&C Sheet 2**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 2 of 6 Sheets

GENERAL TERMS AND CONDITIONS

governmental agency or other entity using Electric Service at a stated location under a Service Agreement.

1.05.01 Residential: Residential customers shall mean those customers having single or multiple dwelling units each having separate kitchen facilities, sleeping facilities, living facilities and permanent provisions for sanitation and are served through one meter. Residential Electric Service shall mean the use of Electric Service principally for domestic purposes in customer's household, home, detached garage on the same premise as customer's home, or place of dwelling for the maintenance or improvement of customer's quality of life. Residential customer uses shall also include domestic premises served through one meter that have been converted from one to no more than 5 single-family dwelling units each having separate kitchen facilities; and, also premises in which 4 or fewer sleeping rooms are rented or available for rent. Those premises exceeding such limitations shall not be considered residential. The primary use of Electric Service shall be limited to lighting, small motor usage, comfort space conditioning, water heating, food preparation and other household uses.

1.05.02 Commercial: Commercial customers shall be those whose use of Electric Service is of a non-manufacturing and non-residential character. Such customers shall include but not be limited to those engaged in the wholesale and retail trade, professional services and miscellaneous business services; hotel and other lodging places; clubs; commercial office buildings; warehouses; theaters and auditoriums; water pumping plants; laundries; greenhouses; public buildings; universities; colleges and schools; hospitals; institutions for the care or detention of persons; airfields; military and naval posts; houses of worship and all other similar establishments.

Issued _____
Month Day Year

Effective October 28 2015
Month Day Year

By _____
Darrin Ives, Vice President

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SCHEDULE GT&C Section 1

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 3**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 3 of 6 Sheets

GENERAL TERMS AND CONDITIONS

- 1.05.03 **Industrial:** Industrial customers shall be those whose use of Electric Service changes raw or unfinished materials into other forms or products. Such customers shall include but not be limited to those engaged in the production of ordinance and accessories; food and kindred products; tobacco products; textile mill products; apparel and other finished products made from fabrics and similar materials; lumber and wood products; furniture and fixtures; paper and allied products; printing, publishing and allied products; chemicals and allied products; petroleum and coal products; rubber products; leather and leather products; stone, clay and glass products; primary metals; fabricated metal products; machinery; electrical machinery, equipment and supplies; transportation equipment; instruments; miscellaneous manufactured products; coal, gas, oil, electric power, and ice; establishments engaged in mining and quarrying; establishments engaged in the overhaul and repair of transportation and other equipment; and other similar establishments.
- 1.06 **"Premise"** means the land and buildings on property controlled by customer.
- 1.07 **"Contiguous Premise"** means a properties, sharing at least one common point or local boundary, upon which all buildings and/or electric consuming devices are owned or occupied by the same customer, and upon which all electric service is utilized to supply one or more connected electrical loads which Company considers to be components of a unified operation. Streets, alleys, and other rights-of-way intersecting the customer's properties are not considered property occupied or used by others.
- 1.08 **"Point of Delivery"** means the place where Company's wires are joined to customer's wires or apparatus unless some other Point of Delivery is specified in the Service Agreement.
- 1.09 **"Delivery Voltage"** means the voltage level provided by Company to the Point of Delivery designated by Company on customer's premises, regardless of Metering Voltage.

Issued _____
 Month Day Year

Effective October 28 2015
 Month Day Year

By _____
 Darrin Ives, Vice President

Index _____

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 1

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 4

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 4 of 6 Sheets

GENERAL TERMS AND CONDITIONS

- 1.10 "Voltage" means the potential in an electric system, measured in volts, normally ranging from 120 to 34,500 volts on Company's distribution system and 69,000 volts or higher on Company's transmission system.
- 1.11 "Metering Voltage" means the Voltage level at which the Electric Service provided by the extension of the distribution system to Company's designated Point of Delivery on customer's premises, is actually metered.
- 1.12 "Meter" means a device or devices used for measuring the Kilowatt-hours, Kilowatts and other characteristics of a customer's electric power and energy consumption, as required by the applicable provisions of a customer's rate.
- 1.13 "Meter Installation" means the Meter or Meters, together with auxiliary devices, if any, constituting the complete installation needed by Company to measure the class of Electric Service supplied to a customer at a single Point of Delivery.
- 1.14 "Customer's Installation" means all wiring, appliances and apparatus of every kind and nature on the customer's premises, on the customer's side of the Point of Delivery (except Company's meter installation), used or useful by a customer in connection with the receipt and utilization of Electric Service supplied by Company.
- 1.15 "Primary Service" means the Electric Service provided to a customer at a Delivery Voltage of 2,400 volts or higher, the point of delivery is from Company provided Network service.
- 1.16 "Secondary Service" means Electric Service provided to customer at a Delivery Voltage of 600 volts or less or network service (e.g., similar to the Wichita downtown core) regardless of voltage.
- 1.17 "Load" means the customer's electric power requirements in kilowatts, which must be supplied at various voltage levels on Company's distribution system at the time and in the magnitude required by customer's operating characteristics.

Issued _____
Month Day Year

Effective October 28 2015
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 1

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 5

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 5 of 6 Sheets

GENERAL TERMS AND CONDITIONS

- 1.18 "Kilowatt" means the basic unit of customer's electric power consumption (or demand) at any point in time and shall be abbreviated as kW.
- 1.19 "Kilowatt-hour" means the basic unit of customer's electric energy consumption, equivalent to an average of one Kilowatt of electric power utilized for a period of one hour and shall be abbreviated as kWh.
- 1.20 "Demand" means the average rate of consumption of electric power by a Customer, measured in Kilowatts, during a designated interval of time.
- 1.21 "Power Factor" means the ratio of a customer's real electric power requirements (kilowatts) to a customer's apparent electric power requirements (kilovolt amperes) or (volts * amperes) / 1000.
- 1.22 "Billing Month" means an interval of approximately thirty (30) days.
- 1.23 "Security Deposit" means an amount of money or other guarantee acceptable to Company, including but not limited to cash, surety bond, irrevocable letter of credit as determined in Company's sole discretion, required for credit or other security purposes.
- 1.24 "Net Revenue" means the amount received or to be received from customer for Electric Service provided by Company, exclusive of all sales or related taxes.
- 1.25 "Customer Charge" means a fixed dollar component of a customer's monthly bill for Electric Service which recovers a portion of the annual investment and operating costs incurred by Company in making service available to customer, e.g., service conductor and meter investment, meter reading, billing, customer accounting and customer service expenses.

Issued _____
Month Day Year

Effective October 28 2015
Month Day Year

By _____
Darrin Ives, Vice President

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 1

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 6**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 6 of 6 Sheets

GENERAL TERMS AND CONDITIONS

- 1.26 **"Demand Charge"** means a rate component of a customer's monthly bill for Electric Service, applicable to metered or otherwise established Kilowatt demands, which recovers a portion of Company's annual fixed investment and operating costs associated with buildings, as well as a portion of Company's investment and operating costs incurred in providing electric capacity capable of supplying customer's maximum demand at any time, e.g., local transformers, distribution lines and substations, and generation and transmission facilities.
- 1.27 **"Energy Charge"** means a rate component of a customer's monthly bill for Electric Service, applicable to metered or otherwise established electric energy consumption in Kilowatt-hours, which recovers the variable operating costs incurred by Company in customer's Kilowatt-hours, e.g., fuel handling and variable production plant operating and maintenance expenses, as well as any additional non-variable costs not recovered in the Customer Charge and/or Demand Charge which may be applicable.
- 1.28 **"Confidentiality"** Company's treatment of customer-specific information: This information, which shall include all billing statement information, usage data and agent information, shall not be released to any other party without the customer's consent, except that neither notice nor customer consent shall be required when customer-specific information is released in response to a request of the Commission or its staff. This section shall not prevent Company from providing information regarding customer status when requested by law enforcement or emergency personnel acting in an official capacity or when customer-specific information is released by court order, subpoena, or other order or requirement issued by a duly constituted authority, or when release of such information is necessary to provide service. Company shall not be required to notify the customer or obtain the customer's consent in these instances.
- 1.29 **"Resale of Service"** The resale of Electric Service is prohibited by customers to third parties or tenants of customer without the written consent of Company. The customer may pass on to the occupant(s) of rental facilities an amount equal to the billing received to such tenant(s).

Issued _____
 Month Day Year

Effective October 28 2015
 Month Day Year

By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 30, 2013No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 11 Sheets

GENERAL TERMS AND CONDITIONS**2. ELECTRIC SERVICE AVAILABILITY, SERVICE AGREEMENTS, AND NOTICES**

2.01 Electric Service Availability and Information: Electric Service is available at or near Company transmission and distribution lines within the territory served by Company (certificated area) and is supplied to customers under Commission-approved tariffs consisting of General Terms and Conditions, rate schedules, and riders. Company tariffs are available for review at Company's business offices and on the Company's web site. Company shall inform customers of the rate schedule options under which they may be served when they apply for Electric Service. Company shall furnish information about its Electric Service and other available services, as well as its electric system upon request or as required by Commission orders.

2.01.01 Credit Information: Company may request the customer to provide reasonable credit information before electric Service is made available. Security Deposits shall be required from anyone with an unsatisfactory or insufficient credit history as determined in Company's sole discretion. More details on Security Deposits are found in Section 3, Credit and Security Deposit Regulations.

2.01.02 Connection Charge: Company shall charge a fee for connecting Electric Service as shown in Section 12.01, Connection Charge. This fee is shown separately on the first bill, and customer is required to pay this fee with the first bill.

Issued _____
Month Day Year

Effective September 27 2018
Month Day Year

By _____
Darrin Ives, Vice President

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 2**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 30, 2013No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 2 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- 2.02 Identification Requirement: Company may require at least one form of positive identification from residential customers applying for Electric Service. Acceptable forms of positive identification include social security number, driver's license, other photo identification, or birth certificate. A social security number may be requested as one method of positive identification for residential customers, but shall not be required. If positive identification is not readily available, a customer providing a full deposit should have at least thirty (30) days to secure positive identification, provided that said grace period does not conflict with any statutes or regulations relating to identity theft detection, prevention and mitigation. A utility may request the names of each adult occupant residing at the location where residential service is being provided. For non-residential non-incorporated applicants, utilities may require the name of the person(s) responsible for payment of the account and at least one form of positive identification, as well as the name of the business, type of business, and employer identification number issued by the Internal Revenue Service, if applicable. Failure to present positive identification by the required deadline may result in Electric Service disconnection.
- 2.03 Service Agreements: A service agreement is an application for Electric Service accepted by Company. Electric service may be applied for orally or by written request. A separate service agreement is required for each Point of Delivery provided for customer. Separate service agreements are also required for Electric Service provided under separate rate schedules, unless Company and customer agree to a different arrangement at the time of application for Electric Service.
- 2.03.01 Written Service Agreement: A written service agreement is a form that has been signed by customer and accepted by Company and contains the full terms for the supply and taking of Electric Service. Written service agreements are required for customers:
- a) with loads greater than 1,000 kW; or
 - b) taking Electric Service from Company's transmission system; or
 - c) requiring special facilities; or

Issued _____
 Month Day Year

Effective September 27 2018
 Month Day Year

By _____
 Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 3

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 30, 2013

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 3 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- d) requesting Electric Service to loads which may require a minimum monthly payment in excess of rate schedule minimums; or
- e) as required by tariff.

2.03.02 Application for Electric Service:

- a) Completion of Company's standard application or written contract forms shall constitute an application for Electric Service. Company may accept an oral application for Electric Service.
 - i) Any Residential customer making application for Electric Service shall be required to provide documentation evidencing:
 - 1) name on account or person(s) responsible for payment of electric bill,
 - 2) may be required to provide proof of identification as governed by Subsection 2.02, Identification Requirement
 - ii) As governed by Subsection 2.02, any non-residential customer, registered with the Secretary of State of Kansas or another state, making application for Electric Service shall be required to provide documentation evidencing:
 - 1) what state the business is registered;
 - 2) the type of business;
 - 3) the complete legal name of the entity;
 - 4) the state of incorporation's identification number for the entity;

Issued _____
Month Day Year

Effective September 27 2018
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 4

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 30, 2013

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 4 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- 5) a certificate of good standing from the entity's state of incorporation, and
- 6) the business name to be on the account.
- iii) As governed by Subsection 2.02, any non-residential customer, not registered with the Secretary of State of Kansas or another state, making application for Electric Service shall be required to provide documentation evidencing:
 - 1) the type of business,
 - 2) the name of the business,
 - 3) a tax identification number, and
 - 4) the name of the person(s) responsible for payment of the electric bill.
- iv) If a non-residential customer is unable to provide this information, then customer's account will be set up in the name of the person authorized by the entity to set up the account.

Issued _____
Month Day Year

Effective September 27 2018
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 5**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 30, 2013No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 5 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- b) If, upon customer's application, customer has an outstanding undisputed unpaid Electric Service account with Company, then Company shall not be required to commence Electric Service with customer until such indebtedness is satisfied or a payment agreement covering the indebtedness is executed. Indebtedness shall include any and all undisputed and unpaid accounts that have accrued within the last:
- i) 5 years for Electric Service provided under a written agreement; or
 - ii) 3 years for Electric Service provided under an oral agreement, and
 - iii) for the same class of Electric Service previously supplied at the same or former premises located in any area served by Company.
- c) Company shall not refuse Electric Service to customer for an outstanding debt on an account unless customer either signed the service agreement on the account or agreed orally at the time Electric Service was established to be responsible for the account. However, Company may refuse Electric Service when the current customer and the former customer, who signed the Electric Service agreement or agreed orally at the time Electric Service was established to be responsible for the account, or lived together when the debt was incurred and continue to live together. Electric Service may be withheld until such indebtedness is satisfied or a payment agreement covering the indebtedness is executed.
- d) If at the time of application for Electric Service, Company refuses Electric Service to customer in accordance with this subsection, it shall clearly state the reason for its refusal.

Issued _____
 Month Day Year

Effective September 27 2018
 Month Day Year

By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 6**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 30, 2013No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 6 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- e) A separate application or service agreement shall be made for each class of Electric Service at each separate location. Upon acceptance of an application for Electric Service, Company shall supply customer with Electric Service in accordance with the rates and General Terms and Conditions filed with and approved by the Commission. The taking of Electric Service by customer will constitute acceptance and agreement to be bound by all such provisions of Company's standard application and these General Terms and Conditions. Company's waiver with respect to any customer's default in complying with the provisions of an application for Electric Service shall not be deemed to be a waiver with respect to any other subsequent default by such customer.

2.03.03 Other Agreements: Other agreements may be required in certain situations. These agreements shall be in writing and be part of customer's service agreement. Other agreements most frequently required are:

- a) Contributions in Aid of Construction Agreements: Customers are required to sign a separate agreement if Company determines the revenue from customer's Electric Service is not enough to justify the investment needed to serve customer. These agreements require customer to make a payment to Company according to Section 7.06, Facilities Furnished by Company and Section 8, Line Extension.
- b) Satisfactory Guarantee of Revenue: A satisfactory guarantee of revenue agreement may be in the form of an adjustment to the minimum bill or other similar provisions of the applicable tariff.

Issued _____
Month Day Year

Effective September 27 2018
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 7**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 30, 2013No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 7 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- 2.03.04 Service Agreement Breach or Default: Company may disconnect Electric Service upon customer's default of a provision in the service agreement. Company's right to disconnect is detailed more fully in Section 2.05, Company's Right to Refuse or Disconnect Electric Service, and Section 5, Discontinuation of Electric Service. Company may also seek legal action if customer fails to comply with the provisions of a service agreement. However, if Company does not seek legal action for a default or breach, it is not prevented from seeking legal action for any continuing or future default or breach.
- 2.03.05 Service Agreement Assignment and Succession: Service agreements shall not be assigned or transferred by customer without Company's prior consent. Company may seek to bind customer's successors or heirs to the provisions of customer's service agreement or Other Agreements, as set forth in subsection 2.03.03, through Commission or legal action.
- 2.04 Choice of Rate Schedules and/or Riders: Each customer is responsible for choosing the most economical rate schedule and/or rider for which the requested Electric Service is eligible. Company, shall upon request, provide advice on the rate schedule and/or rider best adapted to existing or anticipated service requirements, as provided by customer. Company does not assume responsibility for customer's selection of rate schedules. A customer shall not resell or allow others to use Electric Service in a manner not authorized by Company's tariffs.

Issued _____
 Month Day Year

Effective September 27 2018
 Month Day Year

By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 8**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 30, 2013No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 8 of 11 Sheets

GENERAL TERMS AND CONDITIONS**2.04.01 Rate Schedule and/or Rider Substitution:**

- a) Where two or more rate schedules and/or riders apply to customer's Electric Service, customer may choose to be billed under any one of the rate schedules and/or riders. Customer may substitute any other applicable rate schedule by notifying Company. The new rate shall take effect after the date of the next meter reading after notice to Company. Only one change may be made in any 12-month period unless, in Company's reasonable discretion, there is a substantial change in customer's use of Electric Service during such period. In that event, Company may allow customer to change rate schedule and/or rider.
- b) Company may change customer's rate schedule and/or rider if Company discovers customer's Electric Service is no longer eligible for the rate schedule and/or rider under which customer is taking Electric Service. Company may reissue bills under the correct rate schedule for Electric Service taken under the incorrect rate schedule. Reissued bills shall cover only that portion of the previous 12-month period during which customer received Electric Service under the incorrect rate schedule and/or rider.

2.05 Company's Right to Refuse or Disconnect Electric Service:

- A. If customer has requested Electric Service and customer is responsible for an undisputed bill for the same class of Electric Service which remains unpaid, then Company shall not be required to provide Electric Service to customer.
- B. Electric Service may be refused if the bill in question occurred:

If customer has outstanding, with Company or any other utility an undisputed and unpaid service account which accrued within (a) 5 years for Electric Service provided under a written agreement; or (b) 3 years for Electric Service provided under an oral agreement, and (c) for the same class of Electric Service previously supplied at the same or former premises located in any area served by Company.

Issued _____
 Month Day Year

Effective September 27 2018
 Month Day Year

By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 9**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 30, 2013No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 9 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- C. Certain exceptions are provided in the Cold Weather Rule.
- D. Company is not required to provide Electric Service to, and may disconnect Electric Service of, anyone who resided with customer when customer became responsible for an undisputed bill which remains unpaid, if that individual continues to reside with customer. Electric Service may be withheld until the bill is paid, or a payment agreement covering the bill has been established or has been mutually agreed upon. Company shall state the reason for refusing or disconnecting Electric Service per this subsection.
- E. In addition to the reasons listed in Section 5, Company may disconnect Electric Service upon customer's default on or breach of a Service Agreement provided Company follows the Disconnection procedures as set for in Section 5. Electric Service may remain disconnected until such default or breach has been corrected.

2.06 Notices:

- A. Company shall give written notice to customer and customer's agent. Notice shall be delivered or mailed to customer's address as shown in customer's service agreement or other Company records.
- B. When customer is required to provide notice to Company, customer shall give it in writing unless:
- (1) notice is for connection or disconnection of Electric service; or
 - (2) Company agrees to accept oral notice due to customer's specific situation.

Issued _____
Month Day YearEffective September 27 2018
Month Day YearBy _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 10**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 30, 2013No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 10 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- C. When customer gives oral notification either in person or by telephone, a confirmation number and an employee's name shall be given to customer as proof of the oral notice. Written notices shall be mailed to Company's customer contact center at:

~~Evergy Kansas Central~~ Westar Energy, Inc.
 Attention Customer Contact Center
 P.O. Box 889
 Topeka, Kansas 66601
 or e-mailed to customerinquiry@evergy.com ~~westarenergy.com~~.

- 2.06.01 Notice and Due Diligence: Company shall exercise reasonable diligence in responding to notices from customer, but shall not be responsible for error, delay or expense resulting there from, unless it shall be shown affirmatively that the error, delay or expense has been caused by willful or wanton conduct on part of Company.
- 2.06.02 Notice and Billing Errors: Billing errors resulting from Company's failure to respond to customer's notice shall be corrected by Company. A corrected bill shall be issued showing credits from the incorrect bill, adjusted amount due, or the credit to be refunded. Corrected bills shall be issued for the period beginning with the date of the error. When the date of the error cannot be determined, corrected bills shall be issued for a period of 12 months. Corrected bills shall not be issued for amounts less than that specified in Section 12.04, Bill Error Amount.

Issued _____
 Month Day Year

Effective September 27 2018
 Month Day Year

By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 2

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 11**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 30, 2013No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 11 of 11 Sheets

GENERAL TERMS AND CONDITIONS**2.06.03 Notice and Change of Occupancy:**

- a) Notice of customer's intent to terminate service must be given to the appropriate Company representative. Such notice must be provided to Company no less than two (2) business days prior to the date of move out.
- b) The customer terminating service will be held responsible for all Electric Service supplied to such premise until the later of:
 - i) actual departure, or
 - ii) receipt of the outgoing customer's notice by Company.
- c) A customer may start Electric Service at an address, even if Company has not received a notice from the previous customer by:
 - i) stating the date when Electric Service was first used by customer at the address, and
 - ii) agreeing to pay for Electric service from that date.
- d) The date customer begins using Electric Service at the address shall be considered the notice date of the previous customer.
- e) Customers who have been paying for Electric Service in the name of previous customers may have Electric Service switched to their name with the meter reading prior to the request for change. Company will use reasonable diligence, based on the information provided, to determine the date service was transferred from a previous customer to the customer requesting service. The connect and disconnect order will be dated based on the information provided. The previous customer is not responsible for Electric Service at the address after the date of the final bill.

Issued _____
 Month Day Year

Effective September 27 2018
 Month Day Year

By _____
 Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 3

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed April 18, 2012

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 8 Sheets

GENERAL TERMS AND CONDITIONS

3. CREDIT AND SECURITY DEPOSIT REGULATIONS

3.01 Credit Requirements:

3.01.01 Credit Regulations:

- a) The Company may at time of application for service require a customer to provide reasonable credit information before Electric Service is made available. In addition, Company may request positive identification as governed by Subsection 2.02, Identification Requirements before Electric Service is made available for residential customers. The Company at the time of the application for service may require an initial deposit to guarantee payment of bills for electric service rendered if:
 - i) Company establishes that customer has an unsatisfactory credit rating, based on internal bill payment history or payment history with another utility, or has insufficient prior credit history upon which a credit rating may be based. Payment history with another utility may only be obtained with the customer's approval.
 - ii) Customer has outstanding, with the Company, an undisputed and unpaid service account which accrued within the last five (5) years for Electric Service provided under a written agreement or three (3) years for Electric Service provided under an oral agreement, or
 - iii) Customer has, in an unauthorized manner used, interfered or tampered with, or diverted (meter bypass) the service of a utility within the last five (5) years.

Issued _____
Month Day Year

Effective September 27 2018
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 3

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 2**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed April 18, 2012No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 2 of 8 Sheets

GENERAL TERMS AND CONDITIONS

- b) Company may at any time after application for Electric Service, in its reasonable discretion, upon five (5) days written notice, require a new or modified Security Deposit to guarantee payment of bills for Electric Service rendered if:
- i) Customer has outstanding, with Company or any other utility an undisputed and unpaid service account which accrued within (a) five (5) years for Electric Service provided under a written agreement; or (b) three (3) years for Electric Service provided under an oral agreement, and (c) for the same class of Electric Service previously supplied at the same or former premises located in any area served by Company;
 - ii) Customer has, in an unauthorized manner, interfered with, or diverted or used (meter bypass), the Electric Service of the Company within the last five (5) years; or
 - iii) Customer fails to pay an undisputed bill before the bill due date for three (3) consecutive billing periods, one of which is at least thirty (30) days in arrears.

3.01.02 Tampering: As used above and throughout these General Terms and Conditions, tampering shall be defined as:

- a) making a connection of any wire, conduit, or device to any service, distribution or transmission line owned by Company;
- c) defacing, puncturing, removing, reversing or altering any meter or any connections for the purpose of securing unauthorized or unmeasured Electric Service;
- d) preventing any such meters from properly measuring or registering; or
- e) taking, receiving, using or converting to such person's own use any Electric Service which has not been measured.

Issued _____
Month Day Year

Effective September 27 2018
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 3

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 3**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed April 18, 2012No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 3 of 8 Sheets

GENERAL TERMS AND CONDITIONS**3.02 Security Deposit:****3.02.01 Security Deposits at Time of Application:** The Company at the time of the application for service requires an initial deposit shall be defined as:

- a) Customers who apply for new service at a concurrent and separate metering point, residence, or location may be considered new applicants;
- b) Residential customers who have been disconnected and reconnected to service at the same premise within 30 days shall be considered existing customers. Residential customers who have been lawfully disconnected for over 30 days may be considered new applicants.
- c) Non-residential customers who have been disconnected, but not issued a final bill, shall be considered existing customers. Non-residential customers who have been lawfully disconnected and issued a final bill may be considered new applicants.
- d) New owners or leaseholders of an existing premise may be considered new applicants. New owners of the corporate or business entity that is the customer may be considered new applicants.
- e) Existing customers who file for bankruptcy may be considered new applicant.

3.02.02 Security Deposits After Time of Application of Service: Company may at any time after application of service, upon five (5) days written notice, require a new or modified deposit to guarantee payment of the bills for electric service rendered if:

- a) The customer fails to pay an undisputed bill before the bill due date for three (3) consecutive billing periods, one of which is at least thirty (30) days in arrears – the first day of the arrearage period is the first day after the due date on the bill;

Issued _____
Month Day YearEffective September 27 2018
Month Day YearBy _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 3

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 4

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed April 18, 2012

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 4 of 8 Sheets

GENERAL TERMS AND CONDITIONS

- b) The customer is a nonresidential customer and has a change in the character of service – defined as a change in the nature or classification of use;
- c) The customer was disconnected for nonpayment two (2) or more times within the most recent twelve (12) month period;
- d) The customer has defaulted on a payment agreement(s) two (2) or more times within the most recent twelve (12) month period;
- e) The customer has tendered two (2) or more insufficient funds payments within the most recent twelve (12) month period;
- f) The customer has sought debt restructuring relief under federal bankruptcy laws. Within sixty (60) days after the bankruptcy has been discharged, if the deposit on file is less than the maximum security deposit requirement for the same premise, the Company may recalculate the customer's security deposit based on the most recent twelve (12) months' of usage history.

If the customer's existing security deposit is to be adjusted or modified, the customer's maximum security deposit requirement will be calculated in the same manner as an initial deposit. The entire deposit requirement will be treated as an initial deposit rules for installment payments and retention.

Issued _____
Month Day Year

Effective September 27 2018
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 3

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 5**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed April 18, 2012No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 5 of 8 Sheets

GENERAL TERMS AND CONDITIONS**3.02.03 Amount of Security Deposit:**

- a) For all residential customers and small nonresidential customers whose annual electric requirements average no more than 3,240 kWh per month, the amount of the Security Deposit required shall not exceed two (2) times the amount of the projected average monthly bill for that customer. For other customers, such Security Deposit shall not exceed the sum of the projected two (2) largest monthly bills for that customer. If Company has documented that customer has diverted Electric Service through tampering or meter bypass, then Company may require customer to provide an additional Security Deposit which shall be based on one month's use of Electric Service.
- b) For purposes of establishing Security Deposits and estimating monthly bills, Company shall consider the length of time customer can reasonably be expected to take Electric Service, past consumption patterns, end use of the Electric Service, and consumption patterns of other similar customers. The amount of the Security Deposit may be adjusted if the character or volume of customer's Electric Service should change.
- c) Except as provided in Section 4.07, Cold Weather Rule, customers shall be informed of and Company shall permit payment of required Security Deposits from all Residential customers and non-Residential customers whose annual electric energy requirements average no more than 3,240 kWh per month in equal installments over a period of at least 4 months and an additional 2 months for a customer required to provide a Security Deposit due to prior documented tampering or diversion (meter bypass) of service. For other customers, any Security Deposit requested is due five (5) days following Company's written notice.
- d) Disconnection for nonpayment of Security Deposit is governed by Section 5.03, Disconnect Procedure.

Issued _____
 Month Day Year

Effective September 27 2018
 Month Day Year

By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 3

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 6

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed April 18, 2012No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 6 of 8 Sheets

GENERAL TERMS AND CONDITIONS

3.02.04 Records of Deposit: Company shall maintain a record of all Security Deposits received showing customer's name, service address for which the Security Deposit is maintained, date and amount of Security Deposit, and the date and amount of interest paid.

3.02.05 Security Deposit Receipts:

a) Whenever a Security Deposit is accepted, Company will issue to customer a non-assignable receipt showing:

- i) the name of customer,
- ii) place, date and amount of deposit,
- iii) Company's name, address, signature and title of Company's employee receiving the Security Deposit, and
- iv) and a statement of the terms and conditions governing the use, retention and return of the Security Deposit, including a statement that the Security Deposit taken from Residential customers shall be either credited with interest to their utility bills or if requested, refunded, under such conditions as described in subsection 3.02.05, Return of Security Deposit.

b) In lieu of a receipt, Company may indicate on customer's monthly billing the amount of the Security Deposit retained by Company. Company shall provide customer written notice of the current annual interest rate earned on the Security Deposit and a statement of the terms and conditions governing the use, retention and return of the Security Deposits. In all cases, a receipt shall be given upon customer's request.

3.02.06 Transfer of Deposit: An Electric Service Security Deposit shall not be transferable from one customer to another customer. Upon termination of customer's Electric Service at a service address, Company may transfer the Security Deposit for Electric Service at such address to customer's new Electric Service account.

Issued _____
Month Day Year

Effective September 27 2018
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 3

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 7**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed April 18, 2012No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 7 of 8 Sheets

GENERAL TERMS AND CONDITIONS**3.02.07 Return of Security Deposit:**

- a) Upon termination of Electric Service, if the Security Deposit is not to be transferred to a new Electric Service account, Company will refund to customer the amount of the Security Deposit, plus accrued simple interest at a rate not less than that provided by K.S.A. 12-822 and amendments, less any unpaid bills (including any late payment charges) due Company. Each year, Company shall credit customer's account balance or refund to customer any interest that has accrued on the Security Deposit.
- b) Company will return the Security Deposit, together with accrued interest, if any, to residential customers who have paid ten (10) of the last twelve (12) bills on time and no undisputed bill has been unpaid after 30 days beyond the due date. Deposits taken from small nonresidential customers shall be either credited with interest to their utility bills or, if requested, refunded, after twenty-four (24) months if the customer has paid twenty (20) of the last twenty-four (24) bills on time and no undisputed bill was unpaid after 30 days beyond due date. The month(s) of a disputed bill(s) shall be ignored in this calculation. Large nonresidential customers security deposits will be retained by the Company until termination of service. Large nonresidential customers will have their deposit requirements recalculated every three (3) years or when the non-cash security deposit expires. The maximum deposit requirement shall be increased or decreased as appropriate for each customer. Customers may request that the utility recalculates their deposit at a shorter interval. The Company and/or customers shall have thirty (30) days to correct the deposit on file. A deposit need not be returned until all undisputed amounts are paid.
- c) Security Deposits and interest, if any, shall be returned by crediting to customer's Electric Service bill or by refund. Company may require positive identification of the person surrendering the Security Deposit receipt. If customer has lost the Security Deposit receipt, Company will require that customer sign its standard release form acknowledging return of the Security Deposit, and accrued interest, if any.

Issued _____
 Month Day Year

Effective September 27 2018
 Month Day Year

By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 3

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 8**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed April 18, 2012No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 8 of 8 Sheets

GENERAL TERMS AND CONDITIONS**3.02.08 Third Party Guarantees:**

- a) In lieu of a cash security deposit, Company will accept the written guarantee of any of its residential customers with no deposit on file who have made ten (10) of the last twelve (12) payments on time with no undisputed payment remaining unpaid after thirty (30) days. Company shall require the guarantor to sign an agreement allowing the Company to transfer the customer's debt to the guarantor's account. Company shall not hold the guarantor liable for sums in excess of the maximum amount of the required Security Deposit or for attorneys or collection fees
- b) If customer's Electric Service is disconnected for nonpayment and the balance due remains unpaid, the unpaid service amount not exceeding the guarantee amount will be transferred to the guarantor's account. The guarantor will have the same time to pay the Security Deposit as a new customer and can be disconnected for nonpayment under conditions set out in Section 5.01, Conditions for Discontinuing Electric Service, or Section 4.07, Cold Weather Rule. Such Security Deposit collected from the guarantor shall be used to reduce the Residential customer's indebtedness. The guarantor shall be released when the customer would qualify for a deposit refund as governed by Subsection 3.02.06, Return of Security Deposit.

3.02.09 Discrimination: A customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence shall not be a basis for Company requiring a Security Deposit from customer.

Issued _____
 Month Day Year

Effective September 27 2018
 Month Day Year

By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 6

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 3, 2006No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 8 Sheets

GENERAL TERMS AND CONDITIONS**6. CUSTOMER'S SERVICE OBLIGATIONS**

6.01 Customer to Furnish Right-of-Way: Customer shall make or procure conveyance to Company for right-of-way, satisfactory to Company, across property owned or controlled by customer, for the construction, operation and maintenance of Company's facilities necessary or incidental to the supplying of Electric Service to customer.

6.02 Customer's Wiring, Fixtures and Appliances:

6.02.01 Customer's Responsibility: Customer shall be responsible for all electric wiring and equipment on customer's side of the point of delivery and shall save Company harmless against all claims for injuries and/or damages to persons or property resulting from the supplying and taking of electric service of the use thereof on customer's side of the point of delivery.

6.02.02 Customer's Electric Service Entrance: All Electric Service entrance wires, both overhead and underground, hereafter installed shall be installed according to standards of Company and the Commission and comply with state and municipal codes insofar as they apply and shall be identified in accordance with National Electric Code.

6.02.03 Customer's Wiring: Where Company's rate schedules provide for separate metering of different classes of Electric Service, customer's wiring shall be at customer's expense and shall be so arranged that each class of Electric Service can be metered separately. If customer's wiring cannot be so arranged, Company shall reserve the right to assign Rate Schedules to customer.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 6

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 2

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 3, 2006

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 2 of 8 Sheets

GENERAL TERMS AND CONDITIONS

- 6.02.04 Multi-Metering Installations: Where building or premises are occupied by more than one customer, Company will set as many meters as there are separate applications for Electric Service. Customer's wiring shall be so arranged as to permit the installation of Company's meters adjacent to each other and shall not be interconnected. Customer's wiring shall be clearly and permanently marked to indicate the particular customer supplied by it.
- 6.02.05 Motor Installations: Starting equipment on customer's motors of 7.5 H.P. capacity or greater shall be subject to Company's prior approval. Customer's motors shall be protected against low voltage and single phasing of multi-phase motors in accordance with Company's Service Standards.
- 6.03 Standards and Approvals of Customer's Facilities:
- 6.03.01 Compliance with Safety Requirements: Electric Service entrances, switch boxes, service cabinets, switches, fuse blocks, meter receptacles, conduit, wiring, connections and equipment, fixtures and appliances and the installation thereof for the reception, control and use of electric power delivered to customer, shall be approved by Company and shall meet the requirements of the National Electric Code and comply with any applicable state and municipal codes. In accordance with the ruling of the National Board of Fire Underwriters, meter receptacles, service boxes, conduits, and wiring on customer's premises shall be permanently grounded for customer's protection.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 6

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 3**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 3, 2006No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 3 of 8 Sheets

GENERAL TERMS AND CONDITIONS

- 6.03.02 Inspection and Testing of Customer's Installation and Wiring: Prior to the original connection of Electric Service wires at any specific location, customer's installation and wiring shall be inspected and approved by a city inspector or other such authorized person for the proper receipt and use of Electric Service. If local authorities require a certificate of approval, it shall be obtained by customer at customer's expense. In the absence of an authorized person representing a governmental agency, the facilities may be inspected by a representative of Company. Such Company inspection shall not impose on Company any responsibility or liability for the safe condition of the facilities. After the commencement of Electric Service, Company will not be obligated to inspect customer's facilities. Company, at its discretion, shall have the right to inspect and test customer's facilities for suspected unsafe conditions at any time.
- 6.03.03 Changes in Customer's Installation: Since Company's facilities for supplying Electric Service to a customer may have limited capacity, customer shall not make any material changes or increases in customer's utilization equipment until such change or increase has been approved in writing by Company.
- 6.04 Electric Service to Contiguous Property: Except with the written consent of Company, customer shall not extend, or connect customer's installation to lines across or under a street, alley, lane, court, avenue or other public or private space, in order to obtain Electric Service for adjacent property through one meter, even if customer is the adjacent property owner.
- 6.05 Defective Customer Equipment: Customer's defective appliances or fixtures shall be disconnected at once and properly repaired before using again. The term "defective appliance or fixture" shall include those which have been found by test to be causing interference to radio, television or like electronic equipment used by others. If electric power is found by customer to be escaping from any wires or equipment in or about customer's premises, customer shall open the Electric Service switch immediately to shut off the flow of electric power and notify Company at once.

Issued _____
Month Day YearEffective _____
Month Day YearBy _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 6

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 4

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 3, 2006

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 4 of 8 Sheets

GENERAL TERMS AND CONDITIONS

6.06 Power Quality Disturbances: Customer shall not employ or utilize any equipment, appliance or device that will adversely affect Company's Electric Service to other customers. Customer may be required to install and maintain at customer's own expense suitable apparatus to reasonably limit the effect of fluctuation where customer uses Electric Service for:

- A. the operation of hoists;
- B. welding machines;
- C. X-ray machines;
- D. electric furnaces;
- E. variable frequency drives;
- F. AC to DC converters;
- G. switching power supplies;
- H. equipment employing semi-conductor switching technology or load characteristics which produce harmonics; or
- I. other equipment with intermittent or rapidly fluctuating load characteristics which adversely affect voltage regulation or impair Company's Electric Service to other customers.

Alternatively, Company may adjust the billing basis provided in the Rate Schedule or Rider or Service Agreement to compensate for the necessary power capacity required to serve foregoing type of equipment.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 6

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 5EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 3, 2006No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 5 of 8 Sheets

GENERAL TERMS AND CONDITIONS**6.07 Company Equipment on Customer's Premises:**

6.07.01 Substations and Facilities on Customer's Premises: If Company determines, in its sole discretion, that it is necessary to install an indoor substation consisting of transformers, switching equipment, or other apparatus to serve customer, then customer shall furnish, without cost to Company, a weatherproof building or room. Such space shall be well ventilated and adequately free from moisture or dust and of sufficient size to house and operate safely such transformers and other Company furnished equipment. Customer shall also furnish, without cost to Company, right-of-way for Company's pole line or other facilities necessary to serve customer. If customer is not owner of the premises to be served, written consent of the owner shall be furnished to Company. If Company determines, in its sole discretion, that an outdoor substation is to serve customer, then customer shall furnish, without cost to Company, sufficient ground area to properly install such equipment as may be required.

6.07.02 Protection of Equipment on Customer's Premises: All facilities owned and installed by Company at its own expense are the property of Company. If the meter or other equipment belonging to Company are damaged or destroyed due to negligence or misuse by customer or by any member of customer's family, an agent, employee or other representative of customer, then customer shall pay Company the cost of necessary repairs and/or replacements.

6.08 Company's Access To Customer's Premises: Company's representatives shall have free access to customer's premises for the purpose of reading the meter or inspecting the metering equipment and all other equipment relating to Company's Electric Service or for making necessary repairs or tests to its equipment, or for removing its meter or equipment.

Issued _____
Month Day YearEffective _____
Month Day YearBy _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 6

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 6EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 3, 2006No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 6 of 8 Sheets

GENERAL TERMS AND CONDITIONS

- 6.09 Tampering With and Care of Company's Property: Only Company's representatives or other persons authorized by Company shall be permitted to repair or remove Company's meter or facilities, or any of Company's property on or about customer's premises. Any unauthorized person tampering with Company's meter or facilities shall be cause for immediate discontinuance of Electric Service. Any seals placed by Company on meters shall not be broken or disturbed by anyone other than authorized representatives of Company.
- 6.10 Charges For Work Done On Customer's Premises By Company: Except as provided in subsection 6.03.02, Inspection and Testing of Customer's Installation and Wiring, or except if a suspected unsafe condition is being investigated, Company shall charge for all materials furnished and for all work done on customer's premises beyond the Point of Delivery. Such charges shall apply for trouble calls not occasioned by Company's willful or wanton conduct, for repair of appliances, and any other work or service requested and authorized by customer and shall be based upon Company's existing schedule of charges. Company shall not charge customer for replacement or repair of equipment furnished and owned by Company on customer's premises except when repairs or replacements are caused by negligence or misuse by customer or customer's agents.
- 6.11 Request For Investigation of Unsatisfactory Electric Service: If customer feels that Electric Service is inadequate and insufficient, Company should be advised in writing of the nature of the complaint in order that the proper investigation may be made.
- 6.12 Notice to Company to Discontinue Electric Service: Any contract made for Electric Service shall continue in full force and effect during its term. Electric Service shall be discontinued by customer in accordance with the terms of the contract. If no terms are specified, customer may discontinue Electric Service upon giving a 2-day notice to Company. In case no such notice is given to Company, the terminating customer shall be responsible for all Electric Service supplied until such notice is given to Company. In the case of rental property, the owner may contract in writing for Electric Service to be continued automatically in owner's name, with full responsibility for payment of all Electric Service thereafter delivered, when Electric Service is terminated at the request of any tenant.

Issued _____
Month Day YearEffective _____
Month Day YearBy _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 6

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 7**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed November 3, 2006No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 7 of 8 Sheets

GENERAL TERMS AND CONDITIONS

- 6.13 Inspection by Company: Company reserves the right to inspect customer's installation at any time and to refuse to supply or to continue Electric Service whenever Company determines, in its sole discretion, that customer's installation is not in good operating condition. Company does not assume any responsibility in connection with such installation or the inspection thereof.
- 6.14 Theft or Diversion of Electric Service: Company reserves the right to discontinue Electric Service to a customer under Sections 5.01, 5.02 and 5.03 and remove its facilities from customer's premises: (1) where evidence is found of tampering or interfering with the proper functioning of a meter installation; or (2) for any theft or fraudulent use of Electric Service. Customer shall be subject to prosecution under applicable laws and Company shall be entitled to collect from customer, at the appropriate rate, for all electric power and energy not recorded on the meter by reason of such tampering, interfering, theft, or diversion of Electric Service. Such amount may be estimated by Company from the best available data, and collected together with all expenses incurred by Company on account of such unauthorized act(s). Company may, in addition, require customer to provide at customer's cost a meter installation as specified by Company.
- 6.15 Facility Interconnection Standard:
- A. Interconnection to Company's lines is governed by K.S.A. 66-1,184, et seq., K.S.A. 66-1263 et seq., the Public Utility Regulatory Policy Act of 1978 (PURPA) and the regulations implementing PURPA (18 C.F.R. Part 292), Federal Energy Regulatory Commission Order No. 2003, Southwest Power Pool's Open Access Transmission Tariff and Company's Facility Connection Standard;
 - B. The interconnection of non-utility generation to Company's distribution or transmission facilities may increase the risks and potential hazards inherent in operating Company's facilities. Therefore, connections of non-utility generators shall be made in accordance with all provisions set forth in the above statutes, regulations, orders and standards and the standards established by the National Electrical Safety Code (NESC), National Electric Code (NEC), North American Electric Reliability Council (NERC), American

Issued _____
Month Day YearEffective _____
Month Day YearBy _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE ~~GT&C~~ Section 6

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 8

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 3, 2006

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 8 of 8 Sheets

GENERAL TERMS AND CONDITIONS

National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), and other regulatory or governing body having jurisdiction.

C. Any customer served by Company may interconnect its own electric generation with Company's system provided such customer complies with the following procedures and special conditions:

- (1) Customer complies with all permits, license agreements, fees, rules, regulations, ordinances, inspections or other requirements that may be imposed by state, county, city, municipal or other governmental agencies;
- (2) Customer provides a minimum advance written notice provided in the appropriate application form to Company of any proposed installation to be connected to Company's facilities. Failure to give such notice shall render customer liable for damages to Company's property, other customers' property and/or injury to persons and all other damages as a result of unauthorized installations. Customer's written notice shall be addressed to the address contained within the form.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 11 Sheets

GENERAL TERMS AND CONDITIONS**8. LINE EXTENSION POLICY**

Company will extend the supply of Electric Service to customers in accordance with the following extension policy. This policy applies to extensions of Company's electric distribution lines in the area certificated by the Commission to provide Electric Service. Company will provide details of cost estimates or cost differences as requested by customer. The character and type of the line extension and the route of the extension shall be determined by Company in its sole discretion.

8.01 Extensions of Distribution Lines to Residential Customers: Company will make extensions without the benefit of a customer contribution of its overhead electric distribution system as and when necessary to serve prospective Residential customers applying for that Electric Service located within one-quarter (1/4) mile of existing distribution lines. Company shall not extend any of its lines to reach and serve customers if the cost is greater than the cost of a standard one-quarter (1/4) mile extension from existing pole or wires. However, Company may extend its existing distribution line if customer contributes an amount equal to the excess cost of customer's proposed line extension over the cost of a standard one-quarter (1/4) mile extension.

8.01.01 Contribution by Customer: If a contribution from residential customer is required for a line extension exceeding the cost of a standard one-quarter (1/4) mile line extension, Company will require that such contribution be paid before construction is started. Company may, at its option, allow customer to pay such contribution in equal monthly installments over a period specified by Company, however such period shall not exceed 60 months. However, customer shall make a down payment of 15% of the total customer contribution or \$200 (whichever is greater) prior to construction of the new line. If customer or Company terminates Electric Service, the remaining unpaid contribution shall become immediately due and payable. Company may discontinue Electric Service if customer fails to pay the monthly installments. Company may estimate the amount of the contribution required and adjust the contribution for actual costs incurred for the line extension. If within five (5) years from the date of line extension installation additional permanent customers are connected to the extension, Company shall refund

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 2**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 2 of 11 Sheets

GENERAL TERMS AND CONDITIONS

without interest to the original customer or customers an amount equal to the average estimated cost of a standard one-quarter (1/4) mile extension for each added customer, less the cost of the customer's extension. Company shall refund permanent customers whose premises are adjacent to and serviced directly from the original line extension an amount not to exceed their original contribution.

8.01.02 Determination of Standard One-quarter (1/4) Mile Extension: Company shall calculate the cost to construct a standard one-quarter (1/4) mile extension from the nearest existing electric distribution line having sufficient capacity to provide adequate Electric Service to customer along easements, streets, roads, highways, and alleys. The standard one-quarter (1/4) mile extension shall be based on standard overhead construction practices over clear ground free from obstructions and trees. A standard one-quarter (1/4) mile extension consists of single-phase overhead construction with an adequate number of poles and circuit to extend 1,320 feet. The standard extension includes a transformer and is based on standard construction drawings in Company's Line Construction Standard.

8.01.03 Estimated Costs: If Company requires a contribution or specifies a guarantee of revenue in advance of any construction or modification of Company's facilities as herein described, then that contribution or guarantee shall be based on estimated costs. Company reserves the right to modify such contribution or guarantee of revenue after actual costs becomes known. The term "estimated cost" as used herein will be estimated cost for materials, labor and work equipment, plus Company's related overheads.

8.01.04 Extensions of Underground Distribution Systems:

a) Company may make underground electric distribution system extensions at Company's option when customer or customers request such extensions.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 3EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 3 of 11 Sheets

GENERAL TERMS AND CONDITIONS

b) Customer or customers will contribute to Company an amount equal to the estimated cost differential between the total cost of the proposed underground distribution extension and the total cost of a conventional overhead distribution extension. Such underground distribution extensions are subject to Company's General Terms and Conditions governing Electric Service and extensions.

c) The customer also provides:

- i) the ditching and backfilling,
- ii) any necessary conduits required by Company service Standards, and
- iii) any secondary wiring required in addition to the one secondary underground service cable which may be installed by Company.

8.01.05 Area Development: If the promoter, developer, contractor, or owner of a housing development area consisting of five or more residential units request Company to construct its distribution system therein in advance, Company's Policy for Residential Subdivisions shall apply. The Policy for Residential subdivisions does not apply to multi-dwelling construction of more than four residential units, mobile home parks, developments of fewer than five residential units and construction of residential units on lot sizes in excess of one acre.

8.01.06 Right-of-Way Limitations: Company shall not in any case be required to secure private rights-of-way for the purpose of making extensions of electric distribution lines or other facilities to property owned or otherwise controlled by customer. Customer may provide or procure for Company such private rights-of-way as are satisfactory to Company for the construction, operation, and maintenance by Company of its facilities necessary or incidental to the supplying of Electric Service. Such rights-of-way shall be free and clear of obstructions and trees when it interferes with construction and operation of the extension. When necessary, Company shall endeavor to secure franchise rights from municipality to cover

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 4EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 4 of 11 Sheets

GENERAL TERMS AND CONDITIONS

extensions required. However, Company will not undertake to make extensions on streets or alleys not covered by lawful franchise grants or any applicable statute or regulation.

8.01.07 Extensions of Special Characteristics: Applications for Electric Service requiring more than 25 kVA of transformer capacity, extensions of three-phase service, or line extensions requiring more than 15,000 volts are reserved for special consideration by Company. With respect to those applications, Company may require customer to provide contribution or guarantee of revenue.

8.01.08 Extraordinary Extensions: If, in Company's reasonable discretion, any extension requires extraordinary construction costs or the prospective Electric Service usage is unlikely to generate revenues from the extension that will pay Company a fair return on its investment, Company reserves the right to:

- a) require customer contribution sufficient to compensate Company for the extraordinary expense involved, or
- b) a satisfactory guarantee of revenue.

8.01.09 Extensions to be Property of Company: All extensions made under these rules shall be and remain the property of Company.

8.02 Service to Permanent Mobile Home Parks: Electric Service is available, in all territory served by Company, for the operation of mobile home parks which shall be alternating current, single phase, at approximately 60 cycles, 120/240 volts.

8.02.01 Permanent Mobile Home Park: A permanent mobile home park will be one which provides such features as paved driveways, walkways, underground sewer and water facilities, and orderly arranged mobile home sites. In the absence of such features, subsection 8.01.08 of Company's extension rules will apply.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 5**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 5 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- 8.02.02 Customer-owned Distribution Systems in Existing Parks: Mobile home park owners and/or operators receiving all of the electric energy used in the park through a single meter as of November 1, 1978 may continue, at their option, to be served on such one-meter service and will be billed under Company's applicable rate schedule. However, Electric Service to each mobile home within such park will be supplied unmetered and shall not be resold on a metered basis.
- 8.02.03 Company's Distribution System in New Parks: Company will install, own and maintain the distribution facilities to the mobile homes of individuals and to mobile home sites or common use facilities within a permanent type of park or area provided an agreement for service to mobile homes is signed by the individual or the court owner or operator. Company's obligation under this subsection 8.02.03 is subject to the park owner and/or operator furnishing easements, satisfactory to Company, along a mutually agreed upon route for the distribution system within the park.
- 8.02.04 Service Terminals: The individual or the park owner or operator will install, own, and maintain the service terminals at each service location in accordance with Company's specifications.
- 8.02.05 Relocation of Lines: Relocation of lines, after the initial installation, shall be at customer's expense (park owners/operators, or individual customers within the mobile home park). Customer shall install service terminals in accordance with Company's specifications in order that each mobile home location shall have a separate meter.
- 8.02.06 Billing Rates: Company will install, own and maintain the metering equipment necessary to measure the Electric Service delivered to each service location within the park and render a monthly Electric Service bill for each meter installed. Electric Service to each service location will be provided under the applicable rate schedule for the class of service being rendered directly to the occupant of the mobile home at each service location, provided a standard application for Electric Service has

Issued _____
Month Day YearEffective _____
Month Day YearBy _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 6**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 6 of 11 Sheets

GENERAL TERMS AND CONDITIONS

been received by such occupant and accepted by Company. Electric Service bills for all other meters installed in the park will be rendered to the park owner or operator. Payment of each bill will be the responsibility of the party (i.e., customer) to whom the bill is rendered. All Electric Service to common use portions of the mobile home park shall be metered under the Small General Service Rate schedule.

All electric service to common use facilities of the court will be separately metered at each service location unless the owner or operator owns, installs, and maintains such electric circuits within the court interconnecting any or all of the common use facilities to permit same to be metered at a single service location. Service at any metered location will be discontinued at the request of customer and the meter thereupon may be removed or locked in place at which time the minimum bill provisions of the applicable rate schedule shall cease. In such cases, a connection charge, as set forth in Subsection 12.01, Connection Charge, will be applicable and payable upon customer's reapplication for service at such location, or otherwise by the mobile home court or operator.

8.02.07 Resale of Service Prohibited: The park operator shall not separately charge the occupant of any mobile home site for Electric Service. Such separate charge constitutes a resale of Electric Service and is prohibited. However, with the written consent of Company, the park operator may pass on to the occupant of a mobile home site an amount equal to the billing received by the operator for Electric Service rendered to such occupant.

8.02.08 Inspection of Facilities: Service will at all times be subject to inspection and approval of the conditions of the user's premises and terminal facilities for the receipt and use of Electric Service. The persons authorized therefore by law, ordinance or governmental regulations will make such inspection and approval. In case there be no such person, Company will provide the inspection and approval. Company shall not be liable for the condition of the facilities, equipment or appliances of customer or user as a result of its performance of inspection and

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 7**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 7 of 11 Sheets

GENERAL TERMS AND CONDITIONS

approval will not impose on Company any responsibility or liability for the safe condition of the facilities, equipment or appliances of customer or user. If Customer or user fails at all times to maintain the premises and facilities in accordance with applicable rules for safety for the use of Electric Service, Company will have the right to terminate Electric Service.

8.02.09 Other Terms and Conditions of Electric Service: Electric Service hereunder is subject to all rules, regulations and ordinances of any governmental body having authority in the area in which the Electric Service is provided.

8.03 Extension of Lines to Non-Residential Customers: Each application to Company for Electric Service requiring an extension to a non-residential customer of Company's existing distribution facilities will be studied by Company, as received. Company may determine the amount of investment warranted by Company in making such extension giving full consideration to customer's load requirements and characteristics and Company's estimated revenue from customer during the term of customer's service agreement as may be required by Company. In the absence of special arrangements (Line Extension Agreement) between customer and Company, customer shall pay Company for any cost of such extension in excess of the investment warranted by Company.

8.03.01 Determination of non-residential customer contribution: The following calculation of customer's Contribution In Aid of Construction (CIAC) will be applied to extensions of non-residential Electric Service, as necessary.

a) $CIAC_{OH} = \text{Construction cost} - (4 \times \text{expected annual non-fuel energy charge revenue}) - (4 \times \text{Expected annual demand charge revenue}) - (4 \times \text{expected annual customer charge revenue})$

b) $CIAC_{Tot} = CIAC_{OH} + \text{Underground differential cost}$

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 8**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 8 of 11 Sheets

GENERAL TERMS AND CONDITIONS

c) If the revenue supports construction costs, then no CIAC shall be required. If the revenue/construction comparison shows a CIAC to be required, customer will pay to Company prior to Company making the extension. When customer secures additional load, such payment may be waived upon Company's prior written approval.

d) Company may at its option increase the results of the formula above for the effects of income tax provided the income tax effect is greater than \$40,000.

8.04 Extensions from Existing Underground Network: In those areas where Company provides underground network service, Company shall furnish, install, own, operate, and maintain a maximum of 10 feet of underground service conductor. If additional length secondary service conductors are required, customer shall reimburse Company for its added expense.

8.05 Extensions of Underground Service:

A. In any area where Company's existing primary and secondary distribution facilities are constructed underground, or if the governmental body having jurisdiction requires underground construction, then only underground service conductors will be permitted.

B. Customer shall pay the cost difference between a conventional overhead extension and the underground extension. Upon Company's prior approval, Customer may supply trenching, backfilling, any necessary conduit if required, transformer pads and other items to reduce the amount of the cost difference. All such in-kind work shall be constructed or completed to Company's construction specifications and in conjunction with Company's construction schedule. Company, at its reasonable discretion, shall require customer's in-kind work to be redone if not constructed according to Company's construction specifications.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 9**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 9 of 11 Sheets

GENERAL TERMS AND CONDITIONS**8.06 Emergency Primary Service Policy:**

- A. Unless Company has provided written approval due to special circumstances, a customer that benefits directly from duplicate, redundant or emergency service shall pay Company the incremental expense of duplicate facilities installed and maintained to meet customer's needs.
- B. Definitions:
- (1) Emergency Primary Service means a distribution circuit (duplicate, redundant or emergency source) to customer solely for backing up the normal or preferred source. Company shall maintain sufficient substation and circuit capacity on the duplicate, redundant or emergency source to backup the normal or preferred source.
 - (2) Normal or preferred source means the circuit which normally provides service to customer.
 - (3) Duplicate, Redundant or Emergency source means the circuit which provides service should the normal or preferred source become unavailable.
 - (4) Automatic Throwover (ATO) Service means service whereby transfer from normal or preferred to redundant, duplicate or emergency source is done automatically by a switch arrangement which senses voltage and transfers to the standby or emergency source when no voltage is sensed on the normal source
 - (5) Manual Throwover Service means service whereby transfer from normal or preferred to redundant, duplicate or emergency source is done by manually opening and closing the appropriate switch device(s).

Issued _____
Month Day YearEffective _____
Month Day YearBy _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 10**EVERGY KANSAS CENTRAL SERVICE AREA**

(Territory to which schedule is applicable)

which was filed January 21, 2009No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 10 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- (6) Isolated Spot Secondary Network means service which consists of two or more transformers supplying a common secondary bus from which services are tapped from Company's underground network. Company reserves the right to limit duplicate, redundant or emergency connections to underground networks.

C. Cost for Emergency Service: Company may provide a redundant, duplicate or emergency source to customer upon request but shall be fully compensated by customer. The cost of providing necessary facilities shall be estimated by Company. Payment in full is required from customer before equipment is ordered. Company may permit customer to pay the outstanding amount in equal monthly installments or make other suitable arrangements to guarantee recovery of the additional costs. The costs of necessary facilities may include:

- (1) Substation capacity. Company shall charge customer for substation capacity kept in reserve to accommodate load upon transfer to the emergency source if customer requests such reserve capacity.
- (2) Circuit capacity. Customer shall be charged for the proportional share of the cost to build a new circuit large enough to carry customer's load. If existing circuitry is sufficient, the cost shall be determined by the ratio of the amount of MW capacity reserved divided by the total capacity of the existing circuit times the current construction costs less accumulated depreciation based on the book depreciation rates of Company times the average life of the plant.
- (3) Other costs. Customer shall pay the costs of all Company labor, and materials used to supply emergency Electric Service. The cost of labor and materials shall include Company's overhead costs. In addition, customer shall pay all incremental expenses such as taxes and insurance associated with the capacity of the facilities reserved for customer's use as determined by Company.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 8

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 11

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 11 of 11 Sheets

GENERAL TERMS AND CONDITIONS

- 8.07 Relocation of Company Facilities: Customer shall consult Company before beginning any construction that may affect Company's facilities. Customer shall not enclose Company's facilities, use any poles, wires, structures, or other Company facilities for fastening objects to use as support or any other purpose. Customer shall not locate anything in close proximity to Company's facilities that shall cause interference with the supply of Electric Service or cause a dangerous condition to exist. Customer shall reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at customer's request. Company's facilities shall be removed or relocated only by Company's employees, agents, or authorized representatives. If customer's request to relocate Company's facilities is associated with customer's expansion, then Section 8.03 Extensions of Lines to Non-Residential Customers shall apply.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 9

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 1

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 3 Sheets

GENERAL TERMS AND CONDITIONS

9. METERING

- 9.01 Metering Installation: Company shall supply the metering installation needed to measure the Electric Service used by customer. Customer shall provide and maintain free of expense to Company a location for the installation thereof in accordance with Company's Service Standards.
- 9.02 Evidence of Consumption: The registration of Company's meters will be accepted and received at all times and placed as prima facie evidence of the amount of energy used by customer.
- 9.03 Testing Equipment: Company will provide and be responsible for the proper calibration of such testing equipment and apparatus as may be necessary to comply with the Rules and Regulations of the Commission.
- 9.04 Routine Schedule for Meter Testing: Company will routinely test all electric meters in accordance with its schedule.
- 9.05 Meter Accuracy and Testing:
- A. The accuracy and testing of Company's meters shall be in accordance with these General Terms and Conditions.
 - B. Whenever any test by Company or by the Commission of a watt-hour meter, while in service or upon its removal from service, shall show such meter to have an average error of more than two percent fast or two percent slow, the following provisions for the adjustment of the Electric Service bill shall be observed:
 - (1) The error found shall be considered for the purpose of these rules to have existed for not more than a 12 month period preceding the test or for the time the meter has been in service at the location if less than the 12 month period, or from the actual time the meter became damaged or the situation began if such time can be positively determined, in which case the over or undercharge shall be computed back to but not beyond such date.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____

Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 9

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 2

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 2 of 3 Sheets

GENERAL TERMS AND CONDITIONS

- (2) Company, if the meter is found to be faster than allowable, shall refund to the customer concerned any overcharge caused thereby during the period of inaccuracy of the meter as defined in (1) above. No refund or bill need be issued or made if the amount of such refund or bill is equal to or less than the amount specified in Section 12.09, Adjustment of Bills for Meter Error. The actual error of the meter and not the difference between the allowable error and the error of the meter as found shall be used as the basis for calculating the refund.
- (3) Company, if the meter is found to under-register, may render a bill to the customer concerned for the estimated consumption not covered by bills previously rendered during the period of inaccuracy as defined in the preceding paragraphs. Such action may be taken, however, only in cases where the bill for estimated inaccuracy amounts to \$5.00 or more. All such bills shall be conditioned upon Company's not being negligent for allowing the inaccurate meter to remain in service. Company shall in no case render a bill for under-registration until the particular meter has been tested in conformity with the provisions of this Section.
- (4) Company, if customer's load is found unintentionally wired ahead of the meter, may render a bill to the customer for the estimated consumption not covered by bills previously rendered during the period as defined in Section 9.05 B(1) above. Such action may be taken, however, only where the bill for estimated usage amounts to \$5.00 or more.
- (5) Company, if customer's recorded load is found unintentionally wired on the wrong meter, may render an adjusted bill to the customer over-billed and to the customer under-billed during the period as defined in Section 9.05 B(1) above. Such action may be taken, however, only where the corrected bills amounts to refunds of \$5.00 or more and adjusted bills of \$5.00 or more.
- (6) Company shall, in the case of a non-registering meter, estimate and charge for the electric energy used during the period of non-registration by averaging

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____

Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 9

(Name of Issuing Utility)

Replacing Schedule GT&C Sheet 3

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed January 21, 2009

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 3 of 3 Sheets

GENERAL TERMS AND CONDITIONS

the amount registered over similar periods preceding and subsequent thereto, or over corresponding periods in previous years.

- (7) Company bears the cost of meter testing. However, a customer who requests a special meter test, on a meter that has been tested within the last ten years, or installation of a check meter, shall be required to pay a Meter Test Charge as filed in Section 12.11 and Amounts if the meter is found to be within the limits of 2% fast or 2% slow.

9.06 Demand Meters: Whenever any tests, by Company or by the Commission, of a demand meter while in service or on its removal from service, shows such meter to be more than two percent in error, the provisions covering the adjustment of charges in the case of service watt-hour meters shall be observed insofar as they are applicable (subsection 9.05 B). If the demand meter depends upon actuations from the watt-hour meter or its readings, the average error of the demand meter shall be determined from the heavy load accuracy of the watt-hour meter in conjunction with the accuracy of the demand meter itself.

9.07 Master Metering: Master metering is prohibited in new multi-unit residential dwellings, apartment complexes, and mobile home courts. Existing master metered facilities are not required to convert to individual metering unless renovation takes place and it is economically feasible to convert to individual meters. To fall within the definition of a renovated building, the cost of renovation shall be fifty percent or more of the value of the building. Exception to this shall only be granted by permission of the Commission.

9.08 Multiple Metering Installations for One Customer: Whenever Company is called upon to furnish two or more metering installations for one customer, each such installation shall be considered as a separate point of delivery and bills shall be separately calculated therefore except as provided in Subsection 4.05.08.

9.09 Meter Seals: Seals will be placed by Company on all meters or meter enclosures, and such seals shall not be broken or disturbed by anyone other than authorized representatives of Company.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____

Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 10

(Name of Issuing Utility)

Replacing Schedule INITIAL Sheet 1

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 3, 2006

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

GENERAL TERMS AND CONDITIONS

10. GENERAL CLAUSES

- 10.01 **Rates:** Rates for Electric Service shall be those of Company on file with the Commission, subject to change as provided by law.
- 10.02 **Rules and Regulations of the Commission:** These General Terms and Conditions for Electric Service in no way supersede or modify any general rules or lawful orders of the Commission. If there is any conflict it shall be understood that the Rules and Regulations and the lawful orders of the Commission shall control.
- 10.03 **Authority:** No representative, agent, or employee of Company shall have authority to amend, modify, alter, or waive any of these General Terms and Conditions of Electric Service except as directed by the Commission.
- 10.04 **Waiver of Requirements:** The requirements contained in these General Terms and Conditions for Electric Service may be waived in individual cases by the Commission upon written request by Company and a showing that compliance with the requirement would not serve the interests of Company or customer.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE GT&C Section 11

(Name of Issuing Utility)

Replacing Schedule INITIAL Sheet 1

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 3, 2006

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

GENERAL TERMS AND CONDITIONS

11. CHANGE IN CHARACTER OF SERVICE

- 11.01 General: Change in character of Electric Service supplied by Company to customer made necessary because of inefficient operation arising from duplication of investment and service, inadequacy, obsolescence or other conditions requiring such change for the general good, will be made by Company in accordance with the rules herein.
- 11.02 Changes in Company's Equipment: Company will make, at its own expense, such changes in its power production plant, transmission system and distribution system, including electric service line and meter, as are necessary to enable Company to supply customer sufficient Electric Service in the most efficient manner.
- 11.03 Changes in Customer's Equipment: When such change in character of service by Company requires a change in the wiring and electrical equipment owned by customer and regularly connected to and operated exclusively from Company's service lines, Company will provide without charge to customer the necessary labor or its equivalent required to rearrange in an efficient manner customer's existing wiring or to install such additional approved wiring material and electrical equipment as customer may provide and which shall be reasonably necessary to replace wiring material and electrical equipment abandoned because of change in character of service. Customer will dispose of such abandoned wiring material and electrical equipment.
- 11.03.01 Customer Option: At customer's option, Company will take over the abandoned wiring material and electrical equipment and substitute therefore new or used wiring material and electrical equipment possessing the proper characteristics to replace such abandoned equipment with a remaining useful life equal to or greater than, the life of the abandoned equipment.

If the "service value" of the abandoned wiring material and electrical equipment as hereinafter defined does not equal the cost of the substituted new or used equipment, customer shall reimburse Company for the difference between the cost of such equipment and the "service value" of the abandoned equipment. Customer may, whenever desirable, change the size, type, or quantity of units of the substituted equipment.

Issued _____
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Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

Index _____

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL

SCHEDULE ~~GT&C~~ Section 11

(Name of Issuing Utility)

Replacing Schedule INITIAL Sheet 2

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

which was filed November 3, 2006

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 2 of 2 Sheets

GENERAL TERMS AND CONDITIONS

11.03.02 Service Value Defined: The "service value" of such abandoned wiring material and electrical equipment shall be defined as the value determined by Company according to the following procedure:

- a) Determine the original cost of wiring material and electrical equipment and deduct its scrap value from that original cost.
- b) Determine by inspection the present condition of the wiring material and electrical equipment taking into account its remaining useful life and the care it has had while in service.
- c) Apply the present condition to the original cost less scrap value.
- d) Add the scrap value to the result thus obtained in (c) to give the present "service value" of the wiring material and electrical equipment.

Company may, at its option, leave in place on premises of customer such abandoned wiring material whenever in the estimation of Company the cost of removal exceeds the sale value thereof.

11.03.03 Reuse of Original Equipment: Whenever, upon inspection or test, any of the equipment in use by customer is found to operate as satisfactorily and as efficiently under the new conditions of service as under the old, no change in equipment shall be made.

Issued _____
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By _____
Darrin Ives, Vice President