

² *Id.* ¶ 6.

access charge (LAC) as well as loss factor percentage charge that is the subject of this docket.³⁴ The loss factor represents the amount of energy that is “lost” between the point at which energy enters the 34.5kV facilities, and the moment it leaves the 34.5kV facilities.⁵ Essentially, the loss factor estimates the true amount of service that a customer actually takes.⁶

3. Joint Applicants explain Sunflower retained Power System Engineering, Inc. to perform a study to determine the updated loss factor as represented by the current topology of Southern Pioneer’s 34.5kV facilities.⁷ A study was necessary to determine the loss factor because the 34.5kV facilities are not metered at all distribution substations.⁸ The absence of metering points at all 34.5kV input and output locations creates a complex arrangement from a system loss calculation standpoint.⁹ As such, an engineering model needed to be established that could represent all electrical components, loads, and associated losses.¹⁰

4. As part of the Joint Application, Joint Applicants submitted testimony of three witnesses. Those witnesses, and the subject of their testimony, are as follows:

- a. James Brungardt, Manager, Regulatory Relations, Sunflower. Mr. Brungardt provides the reasons for Sunflower joining as a Joint Applicant in this proceeding and provides an overview of how Sunflower applies the 34.5kV facilities loss factor;

³ *Id.*

⁴ The LAC stated in the LADS Tariff represents wholesale LADS customers’ load ratio share of the total Southern Pioneer 34.5kV revenue requirement. Southern Pioneer’s wholesale LADS customers combined ratio share is approximately 40% of the total Southern Pioneer 34.5kV system.

⁵ *Id.*

⁶ *Id.* ¶ 11.

⁷ *Id.* ¶ 13.

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

- b. Erik Sonju, President and Vice President of Utility System Planning and Studies, Power Systems Engineering, Inc. Mr. Sonju provides the results of the loss factor study;
- c. Stephen J. Epperson, President and CEO, Southern Pioneer. Mr. Epperson provides an overview of Southern Pioneer's organization and governance, support for proposed 34.5kV facilities loss factors, and discusses proposed changes to the Southern Pioneer LADS Tariff.

5. On August 4, 2020, the Kansas Electric Power Cooperative, Inc. (KEPCo) petitioned for intervention, which was granted on August 18, 2020.

6. On August 10, 2020, the Kansas Municipal Energy Agency (KMEA) petitioned for intervention, which was granted on August 18, 2020.

7. On August 11, 2020, the Kansas Power Pool (KPP) petitioned for intervention, which was granted on August 27, 2020.

8. On September 9, 2020, Joint Applicants filed an Errata Filing to correct an error in one of the underlying assumptions of the 34.5kV loss study filed with the Direct Testimony of Erik J. Sonju. The Errata filing corrected the proposed loss factor from 2.70% to 2.52%.

9. On December 18, 2020, KEPCo witnesses Mark Barbee and Mark Doljac filed direct testimony. Mr. Barbee recommended:

- a. Removal of those transformers contained in loss factor study that step the voltage down from 34.5kV to a reduced voltage level (Distribution Transformers);¹¹

¹¹ Direct Testimony of Mark Barbee, pg. 6 (Dec. 18, 2020).

- b. Updating certain KEPCo direct assigned Distribution Transformer loss factors to 1.41% from the current 2.1%¹²; and
- c. Conductor temperatures be modeled in the loss study at 50 degrees Celsius, rather than the 75 degrees Celsius proposed by Joint Applicants.¹³

10. Mr. Doljac recommended the energy loss compensation charge stated in the Mid-Kansas Open Access Transmission Tariff (MKEC OATT) be revised and replaced with the energy-related charges included in Sunflower's wholesale member rate schedule in effect today and as they change from time to time with Commission approval.¹⁴

11. Also on December 18, 2020, Staff witness Leo Haynos filed testimony recommending the Commission approve Southern Pioneer's proposed loss factor and order Southern Pioneer to update the comprehensive study to determine the loss factor every three years, or more frequently, depending on how significantly Southern Pioneer's coincident peak may change on its 34.5kV local access delivery system.¹⁵

12. On January 15, 2021, Erik Sonju and James Brungardt filed rebuttal testimony on behalf of Joint Applicants. Mr. Sonju and Mr. Brungardt address the recommendations of Mr. Haynos, Mr. Barbee, and Mr. Doljac.

13. On January 25, 2021, Joint Applicants, Staff, KEPCo, KPP, and KMEA convened for a virtual settlement conference in an effort to reach agreement on the outstanding issues in the docket. As a result of that conference, the parties were able to reach an agreement on all issues.

14. On February 2, 2021, Staff, KEPCo, KPP, KMEA, and Joint Applicants (hereinafter Signatories) filed a Joint Motion for Approval of Unanimous Settlement Agreement.

¹² *Id.* pgs. 7-8.

¹³ *Id.* pg. 9.

¹⁴ Direct Testimony of Mark Doljac, pgs. 7-8 (Dec. 18, 2020).

¹⁵ Direct Testimony of Leo Haynos, pg. 7 (Dec. 18, 2020).

Terms of Settlement Agreement

15. The terms of the Settlement Agreement are as follows:
- a. Joint Applicants agree to complete the loss study without the aforementioned Distribution Transformers included, and with conductor temperatures modeled at 50 degrees Celsius. Joint Applicants already completed the loss study with such adjustments. Such updated study concludes that the loss factor for Southern Pioneer's LADS Tariff should be 2.29%, and all parties agree that Southern Pioneer's LADS Tariff should be updated to reference a loss factor of 2.29%.
 - b. Beginning the first day of the first full month after a Commission Order approving this Agreement, the Joint Applicants agree to apply KEPCo's proposed 1.41% Distribution Transformer loss factor for each delivery point on Southern Pioneer's 34.5kV local access delivery system that currently lists a 2.1% Distribution Transformer loss factor. Joint Applicants shall continue to apply the 1.41% Distribution Transformer loss factor as referenced above until such time as the Joint Applicants are able to complete a full analysis of the appropriate Distribution Transformer loss factor(s) and petition and receive Commission approval of a new Distribution Transformer loss percentage(s) for the applicable delivery points on Southern Pioneer's 34.5kV local access delivery system. The Parties agree that the agreed-upon 1.41% Distribution Transformer loss factor provides no precedential value for the Commission or any party, and nothing herein shall restrict Joint Applicants from making a filing with the Commission to change such loss factor in the future.

- c. Should KEPCo choose not to self-supply its losses for service under the MKEC OATT for the 2022 calendar year, Joint Applicants agree to coordinate with all Sunflower members whose facilities provide service under the MKEC OATT and recommend to them that they make a filing with the Commission in 2022 to either update, or in the alternative, justify, the existing Energy Loss Compensation Charge specified in Attachment H of the MKEC OATT. In the event that Sunflower or its members fail to file to update the loss compensation rate on or after January 1, 2022, nothing will limit any party from filing a complaint in 2022 or thereafter to address the justness and reasonableness of Sunflower's filed loss compensation rate.
- d. The parties agree that the current process for examining the need for an updated loss factor is Sunflower's Local Planning Process, in which all interveners participate. The current process for examining the need for an updated loss factor is working, and all interveners have the ability to annually review data that would determine whether an updated loss factor should be pursued. The parties will continue to work together in that process regarding this issue, and no conditions as to when Joint Applicants should update the loss factor shall be placed on the Joint Applicants as a result of this Agreement.

16. The Signatories represent the terms of the Settlement Agreement constitute a fair and reasonable resolution of the issues in a manner not detrimental to the public interest.

17. The law generally favors compromise and settlement of disputes between parties when they enter into an agreement knowingly and in good faith to settle the dispute.¹⁶ Unanimous

¹⁶ *Krantz v. Univ. of Kansas*, 271 Kan. 234, 241-242 (2001).

Settlement Agreements and non-unanimous settlement agreements shall be filed as pleadings and may be approved, rejected, or modified by the Commission.¹⁷ When approving a settlement agreement, the Commission makes an independent finding the settlement is supported by substantial evidence on the record as a whole and establishes just and reasonable rates.¹⁸

18. The record in this docket consists of direct testimony, rebuttal testimony, and testimony in support. That testimony includes detailed analysis from industry experts and comprehensive discussions of the issues in this docket. These experts have fully vetted the issues and agree the Settlement Agreement constitutes fair and reasonable resolution. Further, the intervening parties, whom are wholesale LADS customers of Southern Pioneer, also agree the terms of the Settlement Agreement constitute fair and reasonable resolution of the issues in a manner that is non-detrimental to the public interest.

19. After careful review and consideration of the record as a whole, the Commission finds the Settlement Agreement is supported by substantial evidence and establishes just and reasonable rates.

BY THE COMMISSION IT IS SO ORDERED.

A. The Joint Motion for Approval of Unanimous Settlement Agreement is granted. The terms of the Settlement Agreement are approved in their entirety.

B. Any party may file and serve a petition for reconsideration pursuant to the requirements and time limits established by K.S.A. 77-529(a)(1).¹⁹

BY THE COMMISSION IT IS SO ORDERED.

French, Chairperson; Keen, Commissioner; Duffy, Commissioner

¹⁷ K.A.R. 82-1-230a(b).

¹⁸ See *Farmland Industries, Inc. v. State Corporation Comm'n of Kansas*, 24 Kan. App. 2d 172, 175-76 (1997); K.A.R. 82-1-230a(b).

¹⁹ K.S.A. 66-118b; K.S.A. 77-503(c); K.S.A. 77-531(b).

Dated: 04/08/2021.

Lynn M. Retz

Lynn M. Retz
Executive Director

PZA

Exhibit A

Unanimous Settlement Agreement

(Attached)

**BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Joint Application of)	
Sunflower Electric Power Corporation and Southern)	
Pioneer Electric Company for the Approval of an)	Docket No. 21-SEPE-047-TAR
Updated 34.5 kV Loss Factor in the Local Access)	
Delivery Service Tariff.)	

UNANIMOUS SETTLEMENT AGREEMENT

Southern Pioneer Electric Company ("Southern Pioneer"), Sunflower Electric Power Corporation ("Sunflower") (Southern Pioneer and Sunflower are hereinafter referred to as the "Joint Applicants"), the Staff of the State Corporation Commission of the State of Kansas ("Staff"), the Kansas Electric Power Cooperative, Inc. ("KEPCo"), the Kansas Power Pool, Inc. ("KPP"), and the Kansas Municipal Energy Agency ("KMEA"), hereafter referred to as the "Signatories," pursuant to K.A.R. 82-1-230a, hereby submit to the State Corporation Commission of the State of Kansas ("Commission") for its consideration and approval, the following Unanimous Settlement Agreement ("Agreement").

I. BACKGROUND

1. Joint Applicants filed a Joint Application with corresponding testimony on July 28, 2020, seeking approval to update Southern Pioneer's 34.5kV loss factor in Southern Pioneer's Local Access Delivery Service ("LADS") Tariff from the current 1.86% to the proposed 2.70%. On September 9, 2020, Joint Applicants filed an Errata Filing to correct an error in one of the underlying assumptions of the 34.5kV loss study filed as Exhibit ESS-2 to the Direct Testimony of Mr. Erik S. Sonju filed with the original

Joint Application. Such Errata Filing corrected the proposed loss factor of 2.70% in the initial Joint Application to a value of 2.52%.

2. On August 4, 2020, KEPCo filed a Petition to Intervene, which was granted by the Commission on August 18, 2020.

3. On August 10, 2020, KMEA filed a Petition to Intervene, which was granted by the Commission on August 18, 2020.

4. On August 11, 2020, KPP filed a Petition to Intervene, which was granted by the Commission on August 27, 2020.

5. On October 29, 2020, the Commission issued an Order Designating Presiding Officer and Setting Procedural Schedule in this matter, setting forth dates for direct testimony, cross-answering testimony, rebuttal testimony, settlement discussions, a prehearing conference, an evidentiary hearing, post-hearing briefs, and reply briefs.

6. On December 18, 2020, KEPCo witnesses Mr. Mark Barbee and Mr. Mark Doljac both filed direct testimony. Mr. Barbee recommended (i) removal from the loss study of those transformers contained in the loss study that step the voltage down from 34.5kV to a reduced voltage level (i.e., 13.8kV, 13.2kV, 4.16kV, etc.) ("Distribution Transformers"),¹ (ii) updating those certain KEPCo direct assigned Distribution Transformer loss factors to 1.41% from the current Commission-approved 2.1%, specified in Appendix 3 of Attachment 1 to the Network Integrated Transmission Service Agreement ("NITSA"),² and (iii) conductor temperatures be modeled in the loss study at 50 degrees Celsius instead of 75 degrees Celsius as proposed by Joint Applicants.³

¹ Direct Testimony of Mr. Mark Barbee, Docket No. 21-SEPE-047-TAR, at p. 6, l. 5 through p. 7, l. 3 (filed December 18, 2020)("Barbee Direct").

² *Id.* at p. 7, l. 18 through p. 8, l. 10.

³ *Id.* at p. 9, l. 15-17.

7. Mr. Doljac recommended the energy loss compensation charge (“Energy Loss Compensation Charge”) stated in the Mid-Kansas Open Access Transmission Tariff (“MKEC OATT”) be revised and replaced with the energy-related charges included in Sunflower’s wholesale member rate schedule in effect today and as they change from time to time with Commission approval.⁴ For clarity, for KEPCo, who currently financially settles its losses on the Southern Pioneer 34.5kV local access delivery system, the Energy Loss Compensation Charge is multiplied by the product of KEPCo’s energy and the loss factor in question to determine the dollar amount KEPCo is billed for losses.

8. On December 18, 2020, Staff witness Mr. Leo Haynos filed direct testimony in this proceeding recommending that the Commission (i) approve Southern Pioneer’s proposed loss factor and (ii) order Southern Pioneer to update the comprehensive study to determine the loss factor every three years or more frequently depending on how significantly its coincident peak demand may change on its 34.5kV local access delivery system.⁵

9. No other parties filed direct testimony, and no party filed Cross-Answering Testimony.

10. On January 15, 2021, Joint Applicants filed the Rebuttal Testimony and Exhibits of Mr. Erik S. Sonju, and the Rebuttal Testimony of Mr. James Brungardt, addressing the recommendations of Mr. Haynos, Mr. Barbee, and Mr. Doljac.

⁴ Direct Testimony of Mr. Mark Doljac, Docket No. 21-SEPE-047-TAR, at p. 7, l. 19 through p. 8, l. 3 (filed December 18, 2020)(“Doljac Direct”).

⁵ Direct Testimony of Mr. Leo Haynos, Docket No. 21-SEPE-047-TAR, at p. 7, l. 12-17 (filed December 18, 2020)(“Haynos Direct”).

11. On January 25, 2021, the parties participated in a settlement conference via Microsoft Teams, and were able to reach an agreement on all issues in this proceeding. As a result, the Signatories have agreed to the terms and conditions of this Agreement as a full and complete resolution of the issues raised by Joint Applicants' request to update the Southern Pioneer loss factor in Southern Pioneer's LADS Tariff.

II. TERMS OF SETTLEMENT AGREEMENT

12. The Signatories to this Settlement Agreement agree and request that the Commission issue an order in this proceeding that approves Southern Pioneer's loss factor as more particularly described below, as well as the additional agreements agreed to by the parties, all more particularly described as follows:

- a. Joint Applicants agree to complete the loss study without the aforementioned Distribution Transformers included, and with conductor temperatures modeled at 50 degrees Celsius. Joint Applicants already completed the loss study with such adjustments, and it is attached to the Rebuttal Testimony of Mr. Erik S. Sonju as Exhibit ESS-1. Such updated study concludes that the loss factor for Southern Pioneer's LADS Tariff should be 2.29%, and all parties agree that Southern Pioneer's LADS Tariff should be updated to reference a loss factor of 2.29%, as more particularly shown by a redlined and clean version of the Southern Pioneer LADS Tariff in **Attachment A** to this Settlement Agreement.
- b. Beginning as of the first day of the first full month after a Commission Order approving this Agreement, the Joint Applicants agree to apply KEPCo's proposed 1.41% Distribution Transformer loss factor in

Appendix 3 of Attachment 1 to any NITSA under the MKEC OATT for each delivery point on Southern Pioneer's 34.5kV local access delivery system that currently lists a 2.1% Distribution Transformer loss factor. Joint Applicants shall continue to apply the 1.41% Distribution Transformer loss factor as referenced above until such time as the Joint Applicants are able to complete a full analysis of the appropriate Distribution Transformer loss factor(s), and petition and receive Commission approval of a new Distribution Transformer loss percentage(s) for the applicable delivery points on Southern Pioneer's 34.5kV local access delivery system in the applicable NITSA. The Parties agree that the agreed-upon 1.41% Distribution Transformer loss factor provides no precedential value for the Commission or any party, and nothing herein shall restrict Joint Applicants from making a filing with the Commission to change such loss factor in the future.

- c. If KEPCo does not choose to self-supply its losses for service under the MKEC OATT for the 2022 calendar year, Joint Applicants agree to coordinate with all Sunflower members whose facilities provide service under the MKEC OATT and recommend to them that they make a filing with the Commission in 2022 to either update, or in the alternative, justify, the existing Energy Loss Compensation Charge specified in Attachment H of the MKEC OATT. In the event that Sunflower or its members fail to file to update the loss compensation rate on or after January 1, 2022, nothing will limit any party from filing a complaint in

2022 or thereafter to address the justness and reasonableness of Sunflower's filed loss compensation rate.

- d. At the Settlement Conference, the parties discussed Mr. Haynos's recommendation that the Commission order Southern Pioneer to update the comprehensive study to determine the loss factor every three years or more frequently depending on how significantly its coincident peak demand may change on its 34.5kV local access delivery system. The parties agree that the current process for examining the need for an updated loss factor is Sunflower's Local Planning Process, in which all interveners participate. The current process for examining the need for an updated loss factor is working, and all interveners have the ability to annually review data that would determine whether an updated loss factor should be pursued. The parties will continue to work together in that process regarding this issue, and no conditions as to when Joint Applicants should update the loss factor shall be placed on the Joint Applicants as a result of this Agreement.

13. This Agreement is the result of negotiations among the Signatories and the terms hereof are interdependent. In the event the Commission does not approve and adopt this Agreement in total or materially changes the terms of the Agreement, the Agreement shall be voidable and, if voided, no Signatory shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof. The Signatories reserve the right to withdraw their support in the event that the Commission materially modifies the Agreement in a manner that is adverse to the Signatory.

14. This Agreement represents a negotiated settlement that fully resolves the issues raised in the proceeding. The Signatories represent that the terms of this Agreement constitute a fair and reasonable resolution of the issues addressed herein, in a manner that is not detrimental to the public interest. Except as specified herein, the Signatories shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Agreement.

15. In the event the Commission accepts the specific terms of this Agreement without material modification, the Signatories waive, with respect to the issues resolved herein: cross examination of the Signatory's witness on testimony prefiled prior to the date of filing of this Agreement; any respective rights they may have to seek rehearing; and judicial review pursuant to the Kansas Judicial Review Act, K.S.A. 77-601, et seq. Furthermore, in the event the Commission accepts the specific terms of this Agreement without material modification, the Signatories agree that the pre-filed testimony of all the Signatories' witnesses who have pre-filed testimony in this case shall be included in the record of the proceeding without the necessity of such witness taking the stand.

WHEREFORE, the Signatories hereto recommend that the Commission approve this Settlement Agreement in its entirety without modification.

/s/ Lindsay A. Campbell

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ATTORNEY FOR COMMISSION STAFF

Attachment A

Southern Pioneer LADS Tariff

Updated to Reference a 2.29% Loss Factor

(Attached)

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: 4821-LACReplacing Schedule 4718-LAC Sheet 1

SERVICE AREA

(Territory to which schedule is applicable)

Which was filed July 25,2017 August 1, 2018

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

Sheet 1 of 2 Sheets

LOCAL ACCESS DELIVERY SERVICEAVAILABLE

Entire Service Area.

APPLICABLE

For delivery to wholesale (sales for resale) customers over Southern Pioneer's 34.5 kV (or other available lower primary voltage) subtransmission/distribution system.

CHARACTER OF SERVICE

Alternating current, 60 cycle, three phase, 34.5 kV or other available lower primary voltage.

MONTHLY RATE

Demand Charge @ \$5.00 per kW.

MONTHLY BILLING DEMAND

When service is provided in association with network service, the Monthly Billing Demand shall be defined as the Customer's kilowatt contribution to the Local Access Delivery System maximum hourly demand coincident with Southern Pioneer's monthly Local Access Delivery System peak in the billing month measured at the low side of the delivery point (the "Actual CP Demand"). Generation that is located behind the meter of a designated network load shall be metered and the amount of generation serving the Customer's network load at the time of Southern Pioneer's monthly Local Access Delivery System peak shall be added to the Customer's Actual CP Demand to determine the Monthly Billing Demand. For other local access service (including, but not limited to, point-to-point transmission service requiring local access service and service reservations), Monthly Billing Demand shall be the greater of the Customer's service request or actual maximum monthly demand.

LOSSES

Real Power Losses are associated with all Local Access Delivery service. The Local Access Delivery customer is responsible for replacing losses associated with all transmission service as calculated by Mid-Kansas Electric Company, LLC ("Mid-Kansas") or paying Mid-Kansas for the Real Power Losses at Mid-Kansas' wholesale rate. The applicable Real Power Loss factor for the entire service area is as follows:

Issued July 31 2018
Month Day Year

Effective August 1 2018
Month Day Year

By Randall D. Magnison Stephen J. Epperson CEO

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 24

SOUTHERN PIONEER ELECTRIC CO.
(Name of Issuing Utility)

Schedule: 4821-LAC

SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule 178-LAC Sheet 2
Which was filed July 25,
2017 August 1, 2018

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

Sheet 2 of 2 Sheets

LOSS FACTOR

1.86-2.29 percent of energy as measured at delivery
point. DELAYED PAYMENT

As per schedule DPC.

TERMS AND CONDITIONS

Service will be rendered under Company's Rules and Regulations and the Mid-Kansas Open Access Transmission Tariff (for service over Southern Pioneer's 34.5 kV sub-transmission system) as filed with the Kansas Corporation Commission.

Issued July 31 2018
Month Day Year

Effective August 1 2018
Month Day Year

By Randall D. Magnison Stephen J. Epperson CEO

SOUTHERN PIONEER ELECTRIC CO.

(Name of Issuing Utility)

Schedule: 21-LACReplacing Schedule 18-LAC Sheet 1

Which was filed August 1, 2018

SERVICE AREA

(Territory to which schedule is applicable)

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

Sheet 1 of 2 Sheets

LOCAL ACCESS DELIVERY SERVICEAVAILABLE

Entire Service Area.

APPLICABLE

For delivery to wholesale (sales for resale) customers over Southern Pioneer's 34.5 kV (or other available lower primary voltage) subtransmission/distribution system.

CHARACTER OF SERVICE

Alternating current, 60 cycle, three phase, 34.5 kV or other available lower primary voltage.

MONTHLY RATE

Demand Charge @ \$5.00 per kW.

MONTHLY BILLING DEMAND

When service is provided in association with network service, the Monthly Billing Demand shall be defined as the Customer's kilowatt contribution to the Local Access Delivery System maximum hourly demand coincident with Southern Pioneer's monthly Local Access Delivery System peak in the billing month measured at the low side of the delivery point (the "Actual CP Demand"). Generation that is located behind the meter of a designated network load shall be metered and the amount of generation serving the Customer's network load at the time of Southern Pioneer's monthly Local Access Delivery System peak shall be added to the Customer's Actual CP Demand to determine the Monthly Billing Demand. For other local access service (including, but not limited to, point-to-point transmission service requiring local access service and service reservations), Monthly Billing Demand shall be the greater of the Customer's service request or actual maximum monthly demand.

LOSSES

Real Power Losses are associated with all Local Access Delivery service. The Local Access Delivery customer is responsible for replacing losses associated with all transmission service as calculated by Mid-Kansas Electric Company, LLC ("Mid-Kansas") or paying Mid-Kansas for the Real Power Losses at Mid-Kansas' wholesale rate. The applicable Real Power Loss factor for the entire service area is as follows:

Issued _____
Month Day YearEffective _____
Month Day YearBy _____
Stephen J. Epperson CEO

THE STATE CORPORATION COMMISSION OF KANSAS

Index No. 24

SOUTHERN PIONEER ELECTRIC CO.
(Name of Issuing Utility)

Schedule: 21-LAC

SERVICE AREA
(Territory to which schedule is applicable)

Replacing Schedule 18-LAC Sheet 2
Which was filed August 1, 2018

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

Sheet 2 of 2 Sheets

LOSS FACTOR

2.29 percent of energy as measured at delivery point.

DELAYED PAYMENT

As per schedule DPC.

TERMS AND CONDITIONS

Service will be rendered under Company's Rules and Regulations and the Mid-Kansas Open Access Transmission Tariff (for service over Southern Pioneer's 34.5 kV sub-transmission system) as filed with the Kansas Corporation Commission.

Issued _____
Month Day Year

Effective _____
Month Day Year

By _____
Stephen J. Epperson CEO

CERTIFICATE OF SERVICE

21-SEPE-047-TAR

I, the undersigned, certify that a true copy of the attached Order has been served to the following by means of electronic service on 04/08/2021.

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CERTIFICATE OF SERVICE

21-SEPE-047-TAR

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