

BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Joint Application )  
of Evergy Kansas Central, Inc., Evergy )  
Kansas South, Inc., and Evergy Metro, ) Docket No. 23- EKCE-588 TAR  
Inc. for Approval of Tariff Changes )  
Related to Wholesale Demand )  
Response Participation )

**JOINT APPLICATION FOR APPROVAL OF TARIFF CHANGES RELATED TO  
WHOLESALE DEMAND RESPONSE PARTICIPATION**

COME NOW Evergy Kansas Central, Inc. and Evergy Kansas South, Inc. (collectively referred to as “Evergy Kansas Central”) and Evergy Metro, Inc. (“Evergy Kansas Metro”) (together with Evergy Kansas Central referred to as “Evergy”) jointly file this Application for Approval of Tariff Changes Related to Wholesale Demand Response Participation (“Application”). In support of this Application, Evergy respectfully states as follows:

**I. Background**

1. The Federal Energy Regulatory Commission (“FERC”) has in recent years taken steps to expand organized wholesale electricity market access for demand response resources and enable such resources to compete with other resource types at the wholesale level. “Demand response” is defined by FERC as a “reduction in the consumption of electric energy by customers from their expected consumption in response to an increase in the price of electric energy or to incentive payments designed to induce lower consumption of electric energy.”<sup>1</sup> In other words, demand response is when an electricity customer reduces or shifts its electricity consumption in exchange for some incentive. In October 2008, FERC issued Order No. 719, which, among other things,

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<sup>1</sup> 18 C.F.R. § 35.28(b)(4).

sought to eliminate barriers to demand response participation in organized wholesale markets.<sup>2</sup> Specifically, FERC required RTOs and ISOs to, except in certain circumstances, permit demand response aggregators to bid demand response loads on behalf of retail customers directly into wholesale markets.<sup>3</sup> In response to concerns that through Order No. 719 FERC encroached on traditionally state-regulated aspects of demand response, FERC adopted an “opt-out” mechanism whereby RTOs and ISOs would be required to amend their rules to allow aggregators to bid retail demand response “unless the laws or regulations of the relevant electric retail regulatory authority do not permit a retail customer to participate.”<sup>4</sup>

2. As is relevant to this proceeding, Kansas has not elected to “opt-out” of Order No. 719, meaning that neither the state legislature nor the Kansas Corporation Commission (“KCC” or the “Commission”) have enacted state-level rules prohibiting retail customers’ participation as demand response resources in wholesale markets.<sup>5</sup> Nevertheless, as explained in the attached testimony of Darrin Ives, KCC has raised various concerns with FERC regarding the challenges that could arise for distribution utilities with increased demand response participation at the wholesale level.<sup>6</sup>

3. Because Kansas has not “opted-out” of retail demand response participation at the wholesale level, Evergy’s Kansas’ retail customers can participate in the Southwest Power Pool, Inc. (“SPP”) wholesale market—which is the organized wholesale market in which Kansas is located and in which Evergy participates—as demand response resources. As explained in the

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<sup>2</sup> Wholesale Competition in Regions with Organized Electric Markets, Order No. 719, 125 FERC ¶ 61,071 (2008) (“Order No. 719”), *order on reh’g*, Order No. 719-A, 128 FERC ¶ 61,059 (2009) (“Order No. 719-A”), *order on reh’g*, Order No. 719-B, 129 FERC ¶ 61,252 (2009).

<sup>3</sup> Order No. 719 at P 154.

<sup>4</sup> *Id.* at P 155.

<sup>5</sup> Evergy operates in both Missouri and Kansas. Although Kansas has not opted out, the Missouri Public Service Commission (“MPSC”) has elected to opt-out of Order No. 719.

<sup>6</sup> See Attachment 1, Ives – Direct Testimony, p. 8, ln. 3-20; *Id.* at p. 9, ln. 1-3.

attached testimony of Darrin Ives, Evergy’s Kansas retail electricity customers can participate as demand response resources at the wholesale level through a demand response aggregator (“DRA”).<sup>7</sup> At a high level, DRAs are entities that aggregate the load of one or more retail customers for purposes of participation as demand response in a wholesale market, or in Evergy’s case, SPP’s wholesale markets.<sup>8</sup> Evergy’s Kansas retail customers currently participate in SPP’s markets as demand response resources through DRAs that are unaffiliated with Evergy and do not work in partnership with Evergy. Evergy expects this activity to increase.<sup>9</sup>

4. To participate in SPP’s wholesale markets as a demand response resource, retail customers must be registered with SPP. When a retail customer participates in SPP’s markets as a demand response resource through a DRA, the DRA submits a registration package to SPP to serve as the Market Participant on behalf of the retail customer. In his testimony, Darrin Ives describes the registration process in more detail.<sup>10</sup> SPP’s protocols require notice to both Evergy and KCC and provide Evergy and KCC with a 45-day period to raise any concerns about a retail customer’s registration with SPP.<sup>11</sup> SPP’s protocols also provide Evergy and KCC with the ability to raise concerns about the validity of a demand response resource’s ongoing market participation.<sup>12</sup>

5. Currently, Evergy’s tariffs only minimally address Evergy’s Kansas retail customers’ participation in SPP’s markets through a DRA. Only Section 7.12 of the General Terms & Conditions that apply to the Evergy Kansas Central and Evergy Kansas South service territories (the “Evergy Kansas Central GT&C”) include directly relevant language. This Section provides

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<sup>7</sup> *Id.* at p. 5, ln. 1-2.

<sup>8</sup> *Id.* at p. 5, ln. 4-6.

<sup>9</sup> *Id.* at p. 13, ln. 17-18.

<sup>10</sup> *Id.* at p. 10, ln. 5-13.

<sup>11</sup> Market Protocols for SPP Integrated Marketplace, Revision 93 (January 2023), §§ 6.1.4, 6.1.5 (“Market Protocols”).

<sup>12</sup> *See id.*

that Evergy's express written consent is required for customer participation in SPP's markets.<sup>13</sup> The General Rules and Regulations that apply in the Evergy Kansas Metro service territory (the "Evergy Kansas Metro GR&R") do not currently include any similar provision.

6. When Evergy is notified by SPP of a potential retail customer registration, Evergy reviews the registration information to confirm, among other items, that the registration reflects accurate information about the customer account and applicable load, and that the customer does not participate under a retail tariff or program that would conflict with such customer's wholesale market participation. Evergy also seeks to confirm that the retail customer has consented to the registration and SPP market participation.

7. To date, Evergy has encountered challenges in reviewing demand response resources' registration with SPP and participation in SPP's markets. The testimony of Darrin Ives describes these challenges, which include but are not limited to inaccurate registration information, retail customer confusion, and lack of retail customer consent prior to the registration submittal to SPP.<sup>14</sup> Evergy expects that these registration challenges will only become more acute as wholesale demand response participation in Evergy's footprint increases. In addition to these registration challenges, Evergy anticipates that as wholesale demand response participation increases, other issues will arise that could negatively affect all Evergy retail customers, including challenges associated with load-forecasting, operational challenges, resource planning challenges, and cost shifts.<sup>15</sup>

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<sup>13</sup> Evergy Kansas Central, Inc. & Evergy Kansas South, Inc., Evergy Kansas Central Service Area General Terms and Conditions, § 7.12.

<sup>14</sup> See Attachment 1, Ives – Direct Testimony, p. 13, ln. 3-15.

<sup>15</sup> *Id.* at p. 13, ln. 17-23; *Id.* at p. 14, ln. 1-9.

## II. Evergy's Proposed Tariff Changes

8. Considering the challenges described above and the anticipated expansion of wholesale market demand response participation in Evergy's footprint, Evergy is proposing narrow tariff revisions in this proceeding to put in place a simple, transparent and consistent framework to process SPP demand response registrations and improve visibility into wholesale demand response participation in Kansas. Evergy seeks to strike an appropriate balance between facilitating certain retail customers' participation with SPP and fulfilling Evergy's distribution system and retail service responsibilities to all customers. Overall, these proposed tariff revisions and associated process enable Evergy to engage in a timely and consistent review of SPP demand response registrations; clarify obligations among Evergy, DRAs, and retail customers with respect to retail customers' wholesale market participation; equip Evergy with data on, and greater visibility into, demand response activities in its footprint to anticipate and address potential operational, resource adequacy and load-forecasting challenges; reflect an appropriate oversight role for the KCC to protect both participating and non-participating customers; and—perhaps most importantly—preserve Evergy's ability to ensure safety and reliability of the distribution grid for all retail customers.

9. Evergy is specifically proposing two narrow revisions to the Evergy Kansas Central GT&C and two narrow revisions to the Evergy Kansas Metro GR&R. First, Evergy is proposing to define the term "Demand Response Aggregator" in both the Evergy Kansas Central GT&C and the Evergy Kansas Metro GR&R.<sup>16</sup> "Demand Response Aggregator" will be defined as "an entity that aggregates the load of one or more Customers for purposes of participation as demand

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<sup>16</sup> See Attachment 2A, p. 7; Attachment 2C, p. 5.

response in the SPP Integrated Marketplace.”<sup>17</sup> Second, Evergy is proposing to amend Section 7.12 of the Evergy Kansas Central GT&C (and insert a new corresponding Section in the Evergy Kansas Metro GR&R) to (1) require any retail customer seeking to participate in SPP’s markets to first provide a “Customer Registration and Consent Form” to Evergy and (2) state that a retail customer is only permitted to participate in SPP’s markets through a DRA that has entered into and maintains an effective Distribution Utility – Demand Response Aggregator Agreement with Evergy.<sup>18</sup>

10. Evergy’s proposed “Customer Registration and Consent Form,” which is referred to as Schedule 1 (attached to this Application as Attachment 3B), is designed to be signed and submitted by both the retail customer and the DRA at least 30 days prior to the date on which the DRA submits to SPP its request to register the retail customer’s load as a demand response resource. Schedule 1 generally requires the retail customer and the DRA to provide basic information about the customer account and the load that will participate in SPP.<sup>19</sup> Schedule 1 also sets forth certain terms that the retail customer and DRA jointly acknowledge and to which they agree, including that Evergy’s consent is required for the retail customer’s wholesale market participation (which is consistent with the current Evergy Kansas Central GT&C), the customer remains subject to operational constraints per retail tariffs and any interconnection agreement, and the customer’s

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<sup>17</sup> See Attachment 2A, p. 7; Attachment 2C, p. 5. This definition is consistent with FERC regulations, which refer to an “Aggregation of retail customers” as an entity that “aggregates the demand response of the customers . . . where the relevant electric retail regulatory authority permits such customers' demand response to be bid into organized markets by an aggregator of retail customers” and which define a “Distributed energy resource aggregator” as “the entity that aggregates one or more distributed energy resources for purposes of participation in the capacity, energy and/or ancillary service markets of the regional transmission organizations and/or independent system operators.” See 18 C.F.R. 35.28(g).

<sup>18</sup> See Attachment 2B, p. 7; Attachment 2D, pp. 5-6.

<sup>19</sup> This includes customer and DRA contact information and information about the customer site and load that will be registered as a demand response resource, including the retail service address(es) and meter number(s) associated with registration, the amount of demand response potential for each meter associated with the registration, information about any device installed at the service addresses that will track the customer’s wholesale participation, and information about any generation resource(s) at the service address(es) that will be used to support demand response activity. See Attachment 3B, Customer Registration and Consent Form, p. 1.

level of demand response offered into the market will reflect genuine demand reduction.<sup>20</sup> Schedule 1 is intended to provide Evergy the chance to review a retail customer's proposed registration information and allow ample time for Evergy, the retail customer, and the DRA to work through registration-related concerns before the retail customer's SPP registration goes into effect after the 45-day registration period.

11. Evergy's proposed tariff revisions would require that retail customers only participate through DRAs that have in place an effective Distribution Utility – Demand Response Aggregator Agreement (the "DU-Aggregator Agreement"), the form of which is attached to this Application as Attachment 3A, with Evergy. As Mr. Ives explains in greater detail in his testimony, the purpose of the DU-Aggregator Agreement is to establish the obligations and rights of DRAs and Evergy with respect to the DRA's participation in SPP's wholesale markets utilizing the load of Evergy retail customers as demand response resources.<sup>21</sup>

12. The DU-Aggregator Agreement outlines DRAs' prerequisites to participation in SPP's markets. It provides that DRAs must have an effective DU-Aggregator Agreement in place with Evergy before any participation in SPP's markets can take place.<sup>22</sup> A DRA is also required to obtain a retail customer's consent prior to initiating the registration process with SPP, formally ensuring that retail customers have consented to any wholesale market participation.<sup>23</sup> These prerequisites would effectively serve as a form of "business registration," providing Evergy with an awareness of the DRAs conducting business in its service area and ensuring that the DRA, Evergy and the retail customer all have consistent expectations when it comes to the DRA's participation in SPP's wholesale markets on behalf of Evergy retail customers.

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<sup>20</sup> See Attachment 3B, Customer Registration and Consent Form, p. 2.

<sup>21</sup> See Attachment 1, Ives – Direct Testimony, p. 18, ln. 21-23.

<sup>22</sup> Attachment 3A, DU-Aggregator Agreement, § 4.1.1.

<sup>23</sup> *Id.* § 4.1.2.

13. In addition to these prerequisites, the DU-Aggregator Agreement also would require the DRA to affirm that (1) there are no double compensation, double counting, or compliance issues with its participation in SPP markets, (2) each retail load that it bids on behalf of retail customers can be separately measured and its wholesale market performance can be verified, and (3) it has complied with all KCC, FERC, and SPP requirements for participation in the wholesale market.<sup>24</sup> The DU-Aggregator Agreement also would require the DRA to provide Evergy, on a quarterly basis, with a summary-level operational performance report, which is designed to provide Evergy with greater visibility into the DRA's activities in order to inform Evergy's resource planning and mitigation of potential operational impacts of DRAs' wholesale activities in its service area.<sup>25</sup>

14. The DU-Aggregator Agreement also contains terms that address distribution safety, reliability, and energy infrastructure protection in light of a DRA's wholesale activities in Evergy's service area. In particular, the DU-Aggregator Agreement confirms that Evergy maintains the right to take any actions necessary to assure the safety and reliability of the distribution grid, and provides Evergy with the authority to require the DRA to cease its activities in the event that Evergy determines that such activities are endangering the public or affecting the integrity of Evergy's system.<sup>26</sup> The DU-Aggregator Agreement also requires the DRA to adhere to certain guidelines that are designed to assure the protection of Evergy's property.<sup>27</sup>

15. Other provisions of the proposed DU-Aggregator Agreement include those setting forth the term of the agreement, protections of Evergy and customer information, and indemnification obligations. The proposed term of the DU-Aggregator Agreement is one year with an option to

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<sup>24</sup> See *id.* §§ 4.2, 4.3, 4.4.

<sup>25</sup> See *id.* § 4.5. If the DRA does not comply with the foregoing prerequisites or ongoing requirements, Evergy has the right to contest the DRA's participation in SPP's markets or may initiate informal or formal proceedings against the DRA with the Commission's oversight. See *id.* § 4.7.

<sup>26</sup> See *id.* § 5.1.

<sup>27</sup> See *id.* §§ 5.2, 5.3, 5.4, and 6.



renew.<sup>28</sup> The DRA would initiate the renewal process by providing Evergy with notice of its desire to renew, and Evergy must consent to such renewal in writing.<sup>29</sup> If Evergy in its reasonable discretion ever were to determine not to consent to renewal of a DU-Aggregator Agreement with a particular DRA, that decision would be subject to oversight. In such circumstances, Evergy must provide written notice of its decision to the Commission, SPP, and the DRA and must engage in good faith discussion to address any concerns that led to Evergy's determination not to consent to renewal.<sup>30</sup> As proposed, this annual renewal structure ensures that Evergy and the DRA confirm their respective obligations each year, without requiring the burden of executing a new DU-Aggregator Agreement every year. These renewal procedures reflect Evergy's expectation that it will timely consent to DU-Aggregator Agreement renewals in the normal course, that it will not unreasonably withhold such consent, and that KCC has oversight of the renewal process.

16. The DU-Aggregator Agreement contains other provisions described more fully in the testimony of Darrin Ives, such as provisions that limit Evergy's liability under the agreement and that provide for indemnification of Evergy by the DRA for claims arising under the agreement.<sup>31</sup> The DU-Aggregator Agreement also provides Evergy with the right to audit the performance information provided by a DRA under the DU-Aggregator Agreement, and contains provisions that serve to protect Evergy and retail customers information that has been disclosed to the DRA.<sup>32</sup>

### **III. Reasonableness of the Tariff Changes and Approach**

17. As Mr. Ives describes in his testimony, Evergy's proposed tariff revisions and associated process (including the customer consent process, the DU-Aggregator Agreement, and the DRA

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<sup>28</sup> See *id.* § 3.

<sup>29</sup> See *id.* § 3.3.

<sup>30</sup> See *id.* § 3.4.

<sup>31</sup> See *id.* §§ 9, 10.

<sup>32</sup> See *id.* §§ 8, 20.

reporting requirements described above) are just and reasonable because they strike a balance between facilitating certain retail customers' desires to participate in the wholesale market as demand response resources and ensuring Evergy's ability to fulfill its distribution utility and retail service responsibilities for all customers' in its service area. As discussed above, there presently exists a regulatory gap in Kansas due to the lack of KCC-approved rules or policies that establish the respective responsibilities of Evergy, DRAs, and retail customers when it comes to retail customers' increasing participation in SPP markets through a DRA. The proposed tariff revisions and associated process would help address that regulatory gap by implementing a clear, transparent, and KCC-approved process to facilitate market participation for participating customers and address any potential impacts to non-participating customers. The proposed revisions and process ensure that Evergy receives the information it requires to fulfill its function under current SPP protocols to timely review demand response resource registrations and to meet the requirement under Section 7.12 of the Evergy Kansas Central GT&C that Evergy consent to retail customers' demand response participation in SPP's markets (and ensure that Evergy Kansas Metro customers are subject to the same process). As compared to the status quo, Evergy's proposed approach creates a uniform and transparent approach to reviewing demand response participation requests and imposes on Evergy the new requirements to consent to a customer's request within a specific timeframe and to ensure that such consent is not unreasonably withheld or delayed. The proposed revisions and process also provide Evergy with increased visibility into DRAs' wholesale demand response activities, which also allows Evergy to ensure proper operations, load forecasting, resource adequacy planning, and just and reasonable cost allocation, all of which are central to Evergy's responsibilities as a distribution utility to provide retail electricity service to all Kansas retail customers.

#### **IV. Conclusion**

18. Evergy has attached hereto the Direct Testimony of Darrin Ives in support of its Application.

19. Evergy has also attached hereto a redline version of its Evergy Kansas Central GT&C and Evergy Kansas Metro GR&R tariffs reflecting the changes proposed herein. Evergy has also attached the proposed DU-Aggregator Agreement and (2) the proposed “Customer Registration and Consent Form” (Schedule 1).

WHEREFORE, Evergy respectfully requests that the Commission issue an order approving the proposed tariff changes related to wholesale demand response participation.

Respectfully submitted,

*/s/ Cathryn J. Dinges*

Cathryn J. Dinges (#20848)  
Sr Director and Regulatory Affairs Counsel  
818 South Kansas Avenue  
Topeka, Kansas 66612  
Telephone: (785) 575-8344  
Fax: (785) 575-8136  
[Cathy.Dinges@westarenergy.com](mailto:Cathy.Dinges@westarenergy.com)

**Counsel for Evergy**

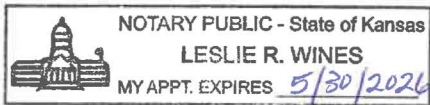
VERIFICATION

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SHAWNEE )

Cathryn J. Dinges, upon oath first duly sworn, states that she is Senior Director and Regulatory Affairs Counsel for Evergy Kansas Central, Inc. and Evergy Kansas South, Inc., that she has reviewed the foregoing pleading, that she is familiar with the contents thereof, and that the statements contained therein are true and correct to the best of her knowledge and belief.

Cathryn Dinges  
Cathryn J. Dinges

Subscribed and sworn to before me this 25<sup>th</sup> day of January, 2023.



Leslie R. Wines  
Notary Public

My Appointment Expires May 30, 2026

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

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**DIRECT TESTIMONY OF**

**DARRIN R. IVES**

**ON BEHALF OF  
EVERGY KANSAS CENTRAL, INC., EVERGY KANSAS SOUTH, INC.  
AND EVERGY KANSAS METRO, INC.**

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**IN THE MATTER OF THE JOINT APPLICATION OF  
EVERGY KANSAS CENTRAL, INC., EVERGY KANSAS SOUTH, INC.  
AND EVERGY KANSAS METRO, INC.  
FOR APPROVAL OF TARIFF CHANGES RELATED TO  
WHOLESALE DEMAND RESPONSE PARTICIPATION**

**DOCKET NO. 23-\_\_\_\_-TAR**

1   **I.    INTRODUCTION**

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

3   **A:**   My name is Darrin R. Ives. My business address is 1200 Main Street, Kansas City,  
4       Missouri 64105.

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

6   **A:**   I serve as Vice President – Regulatory Affairs for all of Evergy, Inc.’s utility subsidiaries,  
7       including Evergy Kansas Central, Inc. and Evergy Kansas South, Inc. (together doing  
8       business as “Evergy Kansas Central”) and Evergy Kansas Metro, Inc. (collectively  
9       “Evergy”).

1 **Q: What are your responsibilities?**

2 **A:** My responsibilities include oversight of the company's Regulatory Affairs Department, as  
3 well as all aspects of regulatory activities including policy, cost of service, rate design,  
4 revenue requirements, regulatory reporting and tariff administration.

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

6 **A:** I graduated from Kansas State University in 1992 with a Bachelor of Science in Business  
7 Administration with majors in Accounting and Marketing. I received my Master of  
8 Business Administration degree from the University of Missouri-Kansas City in 2001. I  
9 am a Certified Public Accountant. From 1992 to 1996, I performed audit services for the  
10 public accounting firm Coopers & Lybrand L.L.P. I was first employed by Kansas City  
11 Power & Light ("KCP&L") in 1996 and held positions of progressive responsibility in  
12 Accounting Services and was named Assistant Controller in 2007. I served as Assistant  
13 Controller until I was named Senior Director – Regulatory Affairs in April 2011. I became  
14 Vice President – Regulatory Affairs in August 2013. With the closing of the merger  
15 between Westar and Great Plains Energy, Inc. (Great Plains) to create Evergy, I assumed  
16 my current role as Vice President – Regulatory Affairs for all of Evergy's utility  
17 subsidiaries.

18 **Q: Have you previously testified in a proceeding before the Kansas Corporation**  
19 **Commission ("Commission" or "KCC") or before any other utility regulatory**  
20 **agency?**

21 **A:** Yes, I have testified a number of times before KCC and the Missouri Public Service  
22 Commission ("MPSC"). I have also provided written testimony before the Federal Energy

1 Regulatory Commission (“FERC”) and have testified before legislative committees in  
2 Kansas and Missouri.

3 **Q: What is the purpose of your testimony?**

4 **A:** My testimony has three primary purposes. First, I provide background on Evergy retail  
5 customers’ participation in the wholesale electricity market as demand response resources.  
6 Second, I describe the tariff revisions Evergy proposes in this proceeding. These tariff  
7 revisions implement a transparent, consistent process to ensure that Evergy can support  
8 certain retail customers’ choice to participate in the wholesale electricity market as demand  
9 response resources while also ensuring that such participation does not compromise  
10 Evergy’s ability to fulfill its responsibilities as a distribution utility and retail service  
11 provider for all of its customers. Moreover, the revisions will also ensure the application  
12 of consistent tariff provisions to all Evergy retail customers in the state of Kansas. Third,  
13 I describe why the proposed tariff revisions and associated new process are just and  
14 reasonable and should be approved as filed.

15 **II. BACKGROUND**

16 **Q: What is demand response?**

17 **A:** At a high level, demand response is when an electricity customer temporarily reduces or  
18 shifts its electricity consumption in exchange for a payment or other incentive. FERC  
19 regulations define demand response as “a reduction in the consumption of electric energy  
20 by customers from their expected consumption in response to an increase in the price of  
21 electric energy or to incentive payments designed to induce lower consumption of electric  
22 energy.”<sup>1</sup> A resource capable of providing demand response is referred to as a demand

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<sup>1</sup> 18 C.F.R. § 35.28(b)(4).

1 response resource.<sup>2</sup> Customers' demand response resources can be compensated through  
2 retail programs or from revenues earned by participating in the wholesale market.

3 **Q: Does Evergy have retail-level demand response programs?**

4 **A:** Yes. Evergy's retail-level demand response programs are developed and administered with  
5 oversight from state regulators. As one example, Evergy has a Business Demand Response  
6 program approved by the MPSC for Missouri customers that provides incentive payments  
7 to commercial customers who eliminate or shift their electricity consumption during  
8 critical demand periods—typically hot summer days.<sup>3</sup> Evergy is currently seeking to  
9 expand its retail-level demand response offerings in Kansas.<sup>4</sup> Among other things, such  
10 programs help Evergy's customers better control their energy costs as well as other benefits  
11 to Evergy customers, as further explained below.

12 **Q: Can demand response resources participate in wholesale electricity markets?**

13 **A:** Yes. Over the years, FERC has taken steps to open up organized wholesale electricity  
14 markets to enable retail customers' demand response resources to compete with traditional  
15 generation resources at the wholesale market level. What this means at a high level is that,  
16 in order to balance supply and demand, the wholesale electricity market operator can call  
17 on a retail customer's demand response resource to reduce its electricity consumption  
18 instead of calling on a generation resource to supply more electricity in a given timeframe.  
19 Because Evergy is located within the Southwest Power Pool, Inc. ("SPP") wholesale  
20 electricity market, if Evergy's Kansas retail customers wish to participate as a demand

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<sup>2</sup> 18 C.F.R. § 35.28(b)(5).

<sup>3</sup> Information about Evergy's Business Demand Response program can be accessed at <https://www.evergy.com/ways-to-save/incentives/demand-response>.

<sup>4</sup> See, e.g., Case No. 22-EKME-254-TAR.



1 response resource at the wholesale level, they would participate in SPP’s markets, and  
2 could do so through a demand response aggregator.

3 **Q: What is a Demand Response Aggregator (“DRA”)?**

4 **A:** DRAs are entities that aggregate the load of one or more retail customers for purposes of  
5 participation as a demand response resource in a wholesale market, or in Evergy’s case,  
6 SPP’s wholesale markets. Third-party non-utility companies (those not affiliated with  
7 Evergy or which are not a service provider of Evergy) are sometimes also called  
8 aggregators of retail customers (or “ARCs”).

9 **Q: How does wholesale participation differ from participation in retail-level programs  
10 offered by utilities?**

11 **A:** There are important distinctions between wholesale market demand response programs and  
12 Evergy’s retail-level demand response programs. Whereas demand response resources  
13 participating at the wholesale market level compete with other market resources as an  
14 alternative form of “supply,” retail-level programs traditionally have been used to address  
15 distribution-utility concerns, such as reducing Evergy’s peak energy needs for the purpose  
16 of resource adequacy and to alleviate congestion on Evergy’s distribution system during  
17 periods of high demand by retail customers. Other key differences include that customer  
18 activities under retail programs are visible and transparent to the utility when demand-  
19 reduction events are invoked and that such programs are subject to oversight from the state  
20 regulatory commission to ensure they are structured to best serve all Evergy Kansas  
21 ratepayers. Retail customer participation in demand response through the wholesale  
22 market and with DRAs in Kansas is not similarly visible to the utility and is not currently  
23 regulated by KCC.

1 **Q: What specific steps has FERC taken to encourage wholesale demand response**  
2 **participation?**

3 **A:** FERC began to encourage wholesale demand response participation as far back as 2008.  
4 On October 17, 2008, FERC issued Order No. 719, which, among other things, sought to  
5 eliminate barriers to demand response participation in organized wholesale markets.<sup>5</sup> In  
6 Order No. 719, FERC required RTOs and ISOs to, except in certain circumstances, permit  
7 demand response aggregators to bid demand response loads on behalf of retail customers  
8 directly into their organized markets.<sup>6</sup> I should note that commenters in the proceedings  
9 before FERC that resulted in Order No. 719 raised jurisdictional concerns with this  
10 requirement. In particular, commenters raised concerns that FERC was encroaching on  
11 traditionally state-regulated aspects of demand response and that aggregation of retail  
12 demand response loads should require approval of the relevant state regulatory body.<sup>7</sup> In  
13 addition, commenters identified other practical and implementation issues that could arise  
14 if aggregations of retail demand response loads were permitted to participate at wholesale  
15 without requiring approval of the relevant state regulatory body, including concerns related  
16 to double counting of resources, cost allocation, and resource adequacy.<sup>8</sup>

17 **Q: How did FERC address jurisdictional concerns that commenters raised with respect**  
18 **to Order No. 719?**

19 **A:** FERC adopted a so-called opt-out mechanism whereby RTOs and ISOs would be required  
20 to amend their rules to allow aggregators to bid demand response into wholesale markets

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<sup>5</sup> Wholesale Competition in Regions with Organized Electric Markets, Order No. 719, 125 FERC ¶ 61,071 (2008) (“Order No. 719”), *order on reh’g*, Order No. 719-A, 128 FERC ¶ 61,059 (2009) (“Order No. 719-A”), *order on reh’g*, Order No. 719-B, 129 FERC ¶ 61,252 (2009).

<sup>6</sup> Order No. 719 at P 154.

<sup>7</sup> *Id.* at PP 141-43.

<sup>8</sup> *Id.* at P 143.

1 as contemplated under Order No. 719 “unless the law or regulation of the relevant electric  
2 retail regulatory authority do not permit a retail customer to participate.”<sup>9</sup> In other words,  
3 FERC’s rules reflect the rights of states to establish rules or regulations that would prohibit  
4 the state’s retail customers from participating in wholesale markets pursuant to Order No.  
5 719. In establishing the opt-out, FERC stated that it had never intended to interfere with  
6 the operation of successful demand response programs already in place at the state level,  
7 place a burden on state and local retail regulatory entities, or raise new concerns regarding  
8 federal and state jurisdiction.<sup>10</sup> In *FERC v. EPSA*, the Supreme Court described the Order  
9 No. 719 opt-out mechanism as a state “veto power” in this area of regulation, explaining  
10 that “[w]holesale demand response as implemented . . . is a program of cooperative  
11 federalism, in which the States retain the last word.”<sup>11</sup>

12 **Q: Did Kansas exercise the opt-out under Order No. 719?**

13 **A:** No. Kansas has not opted out. Other than one narrow consent-related tariff provision  
14 discussed below, currently there are no state-level rules prohibiting or otherwise limiting  
15 or addressing retail customers’ demand response participation in SPP’s wholesale markets.  
16 Because Evergy operates in both Missouri and Kansas, I offer that the MPSC elected to  
17 opt out under Order No. 719.

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<sup>9</sup> *Id.* at P 155. Order 719-A also imposed an “opt-in” mechanism whereby the relevant electric retail regulatory authority must give affirmative permission for the DR of customers of small utilities (i.e., utilities that distribute 4 million MWh or less to be bid into RTO/ISO markets by an aggregator. Order No. 719-A at PP 51, 59-60.

<sup>10</sup> Order No. 719 at P 155.

<sup>11</sup> *FERC v. Elec. Power Supply Ass’n*, 136 S.Ct. 760, 779-80 (2016).

1 **Q: Has KCC expressed any concerns about retail customer participation in the wholesale**  
2 **demand response participation in Kansas?**

3 **A:** Yes, KCC raised such concerns in proceedings before FERC. At a high level, KCC has  
4 raised concerns about the potential for wholesale demand response participation to interfere  
5 with distribution utility operations and planning, the lack of rules regarding notice and  
6 information-sharing associated with wholesale demand response participation, and cost  
7 inefficiencies that could be borne by non-participating customers.

8 In the original Order No. 719 proceeding before FERC, KCC set forth its view that  
9 if retail customers are permitted to “bypass” the certificated electric suppliers in their area  
10 and bid demand response into wholesale markets through aggregators, this could impact  
11 electricity suppliers’ planning and cause inefficiencies under a state regulatory structure  
12 that has never contemplated such activity.<sup>12</sup> Years later, KCC raised concerns in comments  
13 filed in response to a 2021 Notice of Inquiry issued by FERC, in which FERC sought public  
14 comments on whether to retain the Order No. 719 opt-out mechanism.<sup>13</sup> In that proceeding,  
15 among other things, KCC raised the concern that significant penetration of demand  
16 response aggregations “would interfere with the local distribution utilities’ abilities to  
17 forecast energy use patterns with reasonable accuracy” and could interfere with distribution  
18 utilities’ ability to engage in sound resource planning.<sup>14</sup> KCC also expressed concern with  
19 the lack of rules to define the information that must be shared with the utility regarding a  
20 retail customer’s participation through a third-party aggregator.<sup>15</sup> KCC also noted the

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<sup>12</sup> Comments of the Kansas Corporation Commission, Docket Nos. AD07-7-000, RM07-19-000, at 3 (filed Sept. 14, 2007).

<sup>13</sup> Kansas Corporation Commission’s Notice of Intervention and Initial Comments, Docket No. RM21-14-000 (Filed July 23, 2021) (“KCC 2021 Comments”).

<sup>14</sup> See KCC 2021 Comments at 11, 14.

<sup>15</sup> See KCC 2021 Comments at 9.

1 potential for increased administrative costs and inefficiencies, “the costs of which would  
2 be borne by the local distribution utilities’ customers that are not participating in demand  
3 response.”<sup>16</sup>

4 **Q: Do Evergy Kansas retail customers currently participate in SPP’s markets through**  
5 **demand response?**

6 **A:** Yes, though this is a relatively new activity in Evergy’s Kansas footprint. Evergy received  
7 notification from SPP of the first Evergy Kansas retail customer to participate in the SPP  
8 markets in August 2020. Since that time additional Evergy Kansas customers have chosen  
9 to participate. Based on inquiries from customers seeking to better understand the role of  
10 Evergy with respect to DRAs, and market trends supporting growth of distributed energy  
11 resources, we anticipate that interest in demand response participation will continue to  
12 grow.

13 There are two different participation models for demand response resources in SPP.  
14 First, demand response resources can participate as a Dispatchable Demand Response  
15 Resource (“DDR”), which is a controllable load that is dispatchable on a five-minute  
16 basis.<sup>17</sup> Second, demand response resources can participate as a Block Demand Response  
17 Resource (“BDRR”), which is a controllable load that is dispatched in hourly blocks.<sup>18</sup> At  
18 a high level, with certain differences not detailed here, DDRs and BDRRs can participate  
19 in SPP’s markets and compete with traditional generation resources. SPP uses DDRs and  
20 BDRRs to help reduce demand—and thus balance supply and demand—at the wholesale  
21 market level when they present a more efficient alternative to other resources. The

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<sup>16</sup> KCC 2021 Comments at 11.

<sup>17</sup> SPP, OATT, Attach. AE (MPL), § 1.1 D (6.0.0).

<sup>18</sup> SPP, OATT, Attach. AE (MPL), § 1.1 B (0.1.0).

1 compensation received by DDRs and BDRRs is determined by SPP through wholesale  
2 market processes.

3 **Q: What is the current process for a retail customer’s demand response resources to**  
4 **register and participate in SPP’s markets?**

5 **A:** A resource must be registered with SPP to participate in SPP’s markets. When a retail  
6 customer participates in SPP’s markets as a demand response resource through a DRA, the  
7 DRA will submit a registration packet to SPP to serve as the Market Participant  
8 representing the retail customer’s load in the SPP wholesale market. Under SPP’s  
9 protocols, the DRA must provide to SPP, among other information, certain operating  
10 characteristics of the resource and its market settlement location.<sup>19</sup> The DRA also must  
11 attest that the demand response resource is not precluded from participating in SPP’s  
12 markets under the laws or regulations of the relevant electric retail regulatory authority (or  
13 of the retail provider, for DDR).<sup>20</sup> Currently, there is no analogous review or formal  
14 registration process at the state or utility level in Kansas. That said, Evergy believes that  
15 having such a process would create transparency that benefits all involved parties and thus  
16 has advanced a proposal in this proceeding in an effort to address that gap.

17 **Q: Does SPP notify Evergy when a demand response resource in its footprint is**  
18 **registered?**

19 **A:** Yes. SPP’s protocols effectively provide Evergy and KCC with a 45-day period to raise  
20 any concerns about a demand response resource registration. Specifically, SPP’s protocols  
21 require SPP to notify the applicable retail provider (Evergy) and the relevant electric retail

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<sup>19</sup> Market Protocols for SPP Integrated Marketplace, Revision 93 (January 2023), §§ 6.1.1, 6.1.4 (protocols specific to Dispatchable Demand Response Resources), 6.1.5 (protocols specific to Block Demand Response Resources) (“Market Protocols”).

<sup>20</sup> *Id.* §§ 6.1.4, 6.1.5.

1 regulatory authority (KCC) of the pending registration. The registration will proceed 45  
2 days thereafter unless the registration is contested.<sup>21</sup>

3 **Q: Can Evergy or KCC raise concerns about a demand response resource’s market**  
4 **participation after the registration period?**

5 **A:** Yes. SPP’s protocols also provide that “[i]f the validity of the demand response  
6 participation is disputed by the relevant electric retail regulatory authority or the retail  
7 provider subsequent to the initiation of commercial operation, SPP will outage the resource  
8 in question to prevent further economic exposure until the issue is resolved between the  
9 MP (Market Participant) and the disputing entity.”<sup>22</sup>

10 **Q: Do Evergy’s tariffs address retail customers’ participation in SPP’s markets through**  
11 **DRAs?**

12 **A:** Yes, but minimally. The General Terms and Conditions (“GT&C”) that apply to the  
13 Evergy Kansas Central service territory address customer participation in SPP’s wholesale  
14 market. Section 7.12 of the GT&C provides that Evergy’s “express written consent is  
15 necessary for a customer to participate in the SPP’s Integrated Market or Demand response  
16 program regardless of the customer’s service taken from Company (i.e., firm or  
17 interruptible).”<sup>23</sup> The analogous General Rules and Regulations (“GR&R”) that apply in  
18 the Evergy Kansas Metro service territory do not currently include a similar provision.  
19 With that limited exception, I am not aware of any other KCC-approved rules or tariffs  
20 addressing wholesale demand response participation in Kansas.

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<sup>21</sup> *See id.*

<sup>22</sup> *Id.*

<sup>23</sup> Evergy Kansas Central, Inc. & Evergy Kansas South, Inc., Evergy Kansas Central Service Area General Terms and Conditions, § 7.12.

1 **Q: How does Evergy currently review registrations when SPP provides notice of a**  
2 **registration?**

3 **A:** Evergy typically learns that a retail customer wishes to register and participate as a demand  
4 response resource in SPP’s markets with a DRA when SPP notifies Evergy that a DRA has  
5 submitted a registration packet to SPP that will utilize the load of an Evergy retail customer  
6 as a demand response resource.<sup>24</sup> When Evergy receives SPP’s notice of registration,  
7 Evergy personnel work to review the registration within the 45-day period as determined  
8 by SPP’s protocols. As part of Evergy’s review process, there are a number of steps Evergy  
9 takes to review and validate the registration. First, Evergy ensures the retail customer has  
10 consented to participation in SPP’s markets through the DRA. Evergy also ensures that  
11 the customer has signed and submitted to Evergy a Customer Data Authorization form,  
12 which allows Evergy to share customer information with the DRA to facilitate the retail  
13 customer’s participation in the wholesale market, if needed. Evergy ensures that the  
14 information submitted to SPP in the registration package reflects accurate information  
15 about the customer’s service account(s), including the customer name, meter number, and  
16 account number. Evergy also coordinates with SPP to provide information on where the  
17 load asset is located on the electricity grid so that SPP can identify the correct SPP market  
18 pricing node for the load asset and confirm that the registration reflects an achievable level  
19 of demand response for each meter associated with the registration. Evergy also verifies  
20 that the customer does not participate under a retail tariff or program that would potentially  
21 conflict with wholesale market participation.

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<sup>24</sup> See Market Protocols at §§ 6.1.4(5), 6.1.5(5) (addressing the notification process).



1 **Q: What challenges has Evergy faced with demand response resources' registration and**  
2 **participation with SPP?**

3 **A:** Evergy has encountered a variety of challenges as we have gained more experience with  
4 the growing number of demand response registrations. One challenge is customer  
5 education. For example, some customers do not understand the relative roles and  
6 responsibilities of Evergy and the DRA and may not understand that Evergy and the DRA  
7 are unaffiliated. Evergy has encountered instances where the registration information  
8 submitted to SPP does not accurately reflect the customer account, such as the registration  
9 of demand response potential for a customer account that does not appear to be supported  
10 by the customer's historic load profile. Evergy has encountered situations where it is  
11 unclear that a retail customer has consented to SPP participation prior to SPP receiving a  
12 registration packet to begin the SPP registration process for the customer. Similarly,  
13 Evergy has encountered instances where it appears a customer may still have a valid  
14 registration with SPP even though the customer has communicated to Evergy that they  
15 have elected not to continue participating in the wholesale market with a DRA.

16 It takes time for Evergy personnel to work through each registration and address  
17 these types of issues. As we experience increased participation in SPP's markets through  
18 DRAs in our footprint, we expect that these registration-related challenges will only  
19 become more acute. Evergy also expects increased administrative costs and inefficiencies  
20 associated with resolving such issues, which could be unfairly imposed on retail customers  
21 that have not elected to participate in SPP's markets.

22 Beyond the registration-related challenges I describe above, with increased  
23 wholesale demand response participation, we expect other challenges to arise that could

1 negatively affect all Evergy customers—customers that choose to participate in SPP’s  
2 markets and customers that do not. As KCC has noted in its FERC pleadings, as the level  
3 of demand response participation in the wholesale market increases, without more data and  
4 coordination, Evergy’s ability to accurately forecast load patterns could become  
5 compromised.<sup>25</sup> This could create resource-planning challenges that affect the entire  
6 Evergy footprint. Evergy anticipates increases in operational issues, such as rapid  
7 fluctuations in load in response to wholesale market pricing signals, that could potentially  
8 disrupt distribution grid operations, particularly during periods of stress on the distribution  
9 system such as extreme weather events.

### 10 **III. PROPOSED TARIFF REVISIONS**

11 **Q: Please provide an overview of the tariff revisions that Evergy proposes in this docket.**

12 **A:** Evergy is proposing two narrow revisions to the Evergy Kansas Central GT&C and two  
13 narrow revisions to the Evergy Kansas Metro GR&R. The tariff revisions implement a  
14 consistent, transparent process—which is described more fully below—to advance the goal  
15 of ensuring that Evergy can fulfill its responsibilities to all of its customers as a distribution  
16 utility and retail service provider given some retail customers’ choice to participate as  
17 demand response resources in SPP markets through a DRA. Importantly, the tariff changes  
18 and associated process will clarify the obligations among Evergy, DRAs and retail  
19 customers with respect to such retail customers’ wholesale market participation. The tariff  
20 changes and associated process also will provide Evergy with increased visibility into  
21 DRAs’ activities in its footprint, which is crucial to enabling Evergy to accurately forecast  
22 load and engage in sound resource adequacy planning. The tariff revisions and associated

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<sup>25</sup> See KCC 2021 Comments at 11.

1 process also address critical operational considerations to help Evergy preserve safety and  
2 reliability of the distribution grid for all retail customers. The adoption of the proposed  
3 tariff revisions will provide additional transparency regarding wholesale demand response  
4 activities in Evergy’s Kansas footprint, create an appropriate oversight role for KCC, and  
5 help address concerns that KCC has raised before FERC. In this way, the proposed tariff  
6 revisions represent a balanced approach to protecting all of Evergy’s customers—  
7 participating and non-participating alike.

8 With respect to the Evergy Kansas Central GT&C, Evergy is first proposing to add  
9 a new definition to Section 1. Evergy proposes to define the term “Demand Response  
10 Aggregator” as “an entity that aggregates the load of one or more Customers for purposes  
11 of participation as demand response in the SPP Integrated Marketplace.”<sup>26</sup> Evergy also  
12 proposes to expand Section 7.12 of the GT&C to require (1) that a retail customer seeking  
13 Evergy’s consent to participate in SPP’s markets must provide to Evergy a completed  
14 Schedule 1, which is a new “Customer Registration and Consent Form” described more  
15 fully below; and (2) that a retail customer shall only participate in SPP’s markets through  
16 a Demand Response Aggregator that has entered and maintains an effective Distribution  
17 Utility – Demand Response Aggregator DU-Aggregator Agreement (the “DU-Aggregator  
18 Agreement”).<sup>27</sup> The DU-Aggregator Agreement is also described more fully below.

19 For the Evergy Kansas Metro GR&R, Evergy proposes tariff revisions to mirror  
20 the Evergy Kansas Central GT&C provisions discussed above. Specifically, Evergy

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<sup>26</sup> See Application for Approval of Tariff Changes Related to Wholesale Demand Response Participation (“Evergy Application”), Attachment 2A, at p. 7.

<sup>27</sup> See Evergy Application, Attachment 2B, at p. 7.

1 proposes to add the “Demand Response Aggregator” definition and a new Section 7.13,  
2 which will mirror Section 7.12 of the Evergy Kansas Central GT&C.<sup>28</sup>

3 Together with Schedule 1 and the DU-Aggregator Agreement these proposed tariff  
4 provisions will implement a transparent process under which (1) retail customers will  
5 request Evergy’s consent to register and participate in SPP’s markets; (2) Evergy will have  
6 the opportunity to review the proposed registration prior to submittal of the information to  
7 SPP; and (3) the obligations of Evergy, the retail customer and the DRA with respect to  
8 the retail customer’s participation in SPP’s markets will be transparent, consistent and  
9 formalized. Again, this proposal is geared toward addressing, in a measured and balanced  
10 way, the types of concerns that KCC has raised before FERC.

11 **Q: Has Evergy provided revised tariff sheets reflecting the changes proposed in this**  
12 **docket?**

13 **A:** Yes. Please see Attachment 2A, Attachment 2B, Attachment 2C, and Attachment 2D  
14 to the Application.

15 **Q: Please describe Schedule 1 and Evergy’s proposed consent process for customers that**  
16 **wish to participate through a DRA in SPP’s markets.**

17 **A:** The proposed Schedule 1 is a straightforward, two-page form designed to be completed  
18 and signed by both the retail customer that desires to participate in SPP’s market as a  
19 demand response resource through a DRA and the DRA that will register with SPP and  
20 participate in wholesale market activities on behalf of such retail customer. When a retail  
21 customer submits a completed Schedule 1 to Evergy, that submission will serve as the retail

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<sup>28</sup> See Evergy Application, Attachment 2C, at p. 5; Evergy Application, Attachment 2D, at pp. 5-6.

1 customer's formal request to Evergy for consent to participate in SPP's markets through  
2 the DRA. The form of Schedule 1 is included as Attachment 3B to the Application.

3 Schedule 1 includes four parts. Parts 1 and 2 require the retail customer and DRA  
4 to provide their basic contact information. Part 3 requires the retail customer to provide  
5 information about its site and the load that will be registered as a demand response resource.  
6 Required information includes the retail service address(es) and meter number(s)  
7 associated with the registration, the amount of demand response potential for each meter  
8 associated with the registration, information about any device installed at the service  
9 address(es) that will be used to manage or track the customer's wholesale market  
10 participation, and information about generation resource(s) at the service address(es) that  
11 will be used to support demand response activity.

12 Finally, Part 4 sets forth terms that the retail customer and DRA jointly  
13 acknowledge and to which they agree, including that: (1) Evergy's written consent is  
14 required for the retail customer's wholesale market participation, consistent with the  
15 requirement set forth in the currently effective Section 7.12 of the Evergy Kansas Central  
16 GT&C; (2) wholesale market participation is subject to any applicable operational  
17 constraints (e.g., any requirements set forth in an existing interconnection agreement  
18 between Evergy and the retail customer) and Evergy's right to require the DRA to cease or  
19 alter its activities for operational or safety reasons; (3) the retail customer may not export  
20 energy to the distribution grid unless authorized pursuant to Evergy's current  
21 interconnection policies; (4) the level of demand response offered to SPP's markets will  
22 reflect genuine demand reduction and will be subject to any applicable SPP rules  
23 establishing the retail customer's baseline and associated measurement and verification

1 requirements; (5) the DRA must provide the retail customer a copy of the DU-Aggregator  
2 Agreement it has entered with Evergy (which is described more fully below); and (6) the  
3 DRA and retail customer must notify Evergy of any subsequent changes to the information  
4 provided to Evergy in Schedule 1.

5 **Q: When must the retail customer submit Schedule 1?**

6 **A:** Evergy proposes that the retail customer and DRA must submit Schedule 1 to Evergy at  
7 least 30 days prior to the date on which the DRA submits to SPP its request to register the  
8 retail customer's load as a demand response resource. This will enable Evergy to  
9 proactively review the proposed registration information and, if needed, work with the  
10 retail customer and the DRA in a timely manner to address any registration-related  
11 concerns. Schedule 1 specifies that Evergy will—by the end of the registration review  
12 period contemplated under SPP protocols—provide to the retail customer its determination  
13 in writing regarding its consent to the retail customer's participation. Schedule 1 further  
14 specifies that such consent will not be unreasonably withheld or delayed. Thus, as  
15 compared to the status quo under the currently effective Evergy Kansas Central GT&C,  
16 this proposed approach creates transparency regarding the consent process and imposes on  
17 Evergy the new requirements to consent to a customer's request in a specific timeframe  
18 and to ensure that such consent is not unreasonably withheld or delayed.

19 **Q: Please describe the purpose of Evergy's proposed DU-Aggregator Agreement.**

20 **A:** Put simply, the purpose of the proposed DU-Aggregator Agreement is to establish the  
21 respective obligations and rights of DRAs and Evergy with respect to a DRA's registering  
22 and participating in SPP's wholesale markets with Evergy retail customers' loads as  
23 demand response resources. Among other things, the DU-Aggregator Agreement

1 memorializes basic “rules of the road” for DRAs operating in Kansas and ensures that  
2 DRAs provide Evergy with the information that it needs to fulfill its obligations as a  
3 distribution utility and retail service provider, including Evergy’s obligations to ensure the  
4 safety and reliability of the distribution system. The form of the DU-Aggregator  
5 Agreement is included as Attachment 3A to the Application. I discuss specific elements  
6 of the DU-Aggregator Agreement in more detail below.

7 **Q: What are the DRA’s primary obligations under the proposed DU-Aggregator**  
8 **Agreement?**

9 **A:** The DU-Aggregator Agreement outlines the responsibilities of the DRA, including  
10 prerequisites to the DRA’s participation in SPP’s markets on behalf of Evergy’s retail  
11 customers and ongoing requirements that the DRA must meet as it continues to bid retail  
12 customers’ loads as demand response into SPP’s markets.

13 **Q: Under the DU-Aggregator Agreement, what are the prerequisites to the DRA’s**  
14 **participation in SPP’s markets on behalf of Evergy retail customers?**

15 **A:** The DU-Aggregator Agreement provides that before participating in SPP’s wholesale  
16 markets on behalf of Evergy retail customers, the DRA must have an effective DU-  
17 Aggregator Agreement in place with Evergy.<sup>29</sup> The DU-Aggregator Agreement also  
18 requires that a DRA obtain a retail customer’s written consent prior to submitting to SPP a  
19 registration packet to initiate the market registration process to participate in SPP’s markets  
20 using that retail customer’s load.<sup>30</sup> This requirement ensures that retail customers have  
21 formally consented to such participation. Relatedly, the DU-Aggregator Agreement also  
22 notes the requirement that I described above, which is that at least 30 days before the date

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<sup>29</sup> Evergy Application, Attachment 3A, DU-Aggregator Agreement, § 4.1.1.

<sup>30</sup> *Id.* § 4.1.2.

1 the DRA registers a retail customer’s load for participation in the SPP wholesale electricity  
2 market, the retail customer must have provided to Evergy a completed Schedule 1.<sup>31</sup>

3 These prerequisites ensure that the DRA, Evergy and the retail customer are all on  
4 the same page when it comes to the DRA’s participation in SPP’s wholesale markets on  
5 behalf of Evergy retail customers. They enable Evergy to maintain awareness of the DRAs  
6 conducting business in its service area and ensure that all DRAs operating in the Evergy  
7 footprint have a formalized relationship with Evergy. These prerequisites also reduce retail  
8 customers’ potential confusion about the roles of Evergy as retail service provider and the  
9 separate role of the DRA representing customers in the wholesale markets.

10 **Q: Please describe the DRA’s other ongoing requirements under the DU-Aggregator**  
11 **Agreement.**

12 **A:** In addition to the prerequisites described above, the DU-Aggregator Agreement requires  
13 the DRA to make certain affirmations about its participation in SPP’s markets with Evergy  
14 retail loads, including that: (1) there are no double compensation, double counting, or  
15 compliance issues with such participation; (2) each retail load can be separately measured  
16 and its wholesale market performance can be verified; and (3) the DRA has complied with  
17 all other KCC, FERC, and SPP requirements for participation in the wholesale market.<sup>32</sup>

18 The DU-Aggregator Agreement also requires DRAs to provide to Evergy, on a quarterly  
19 basis, a summary-level operational performance report (referred to as “Schedule 2”) to  
20 provide Evergy with visibility into the DRA’s activities—and any changes in its  
21 activities.<sup>33</sup> Evergy intends to work with DRAs and customers to ensure that the substance

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<sup>31</sup> *Id.* § 4.1.3.

<sup>32</sup> *Id.* §§ 4.2, 4.3, 4.4.

<sup>33</sup> *Id.* § 4.5.



1 and form of the operational data submittal is reasonably workable, meaning that it balances  
2 Evergy's data needs against potential burdens on DRAs. This required quarterly reporting  
3 regarding the DRAs' wholesale demand response activities in Evergy's footprint will help  
4 Evergy to monitor growth or changes in DRA activity for the purpose of resource planning.  
5 It will also help Evergy understand potential distribution system operational impacts and  
6 retail customer impacts associated with the DRAs' activities.

7 I should also note that the DU-Aggregator Agreement specifies that if the DRA  
8 does not comply with the prerequisites or ongoing requirements set forth in the DU-  
9 Aggregator Agreement, Evergy has the right to contest the DRA's registration or  
10 participation in SPP's markets or to initiate formal or informal complaint procedures  
11 against the DRA at KCC under the DU-Aggregator Agreement.<sup>34</sup> Below I more generally  
12 discuss dispute resolution under the DU-Aggregator Agreement.

13 **Q: What does the DU-Aggregator Agreement require regarding distribution safety,**  
14 **reliability, and energy infrastructure protection?**

15 **A:** This is a critical aspect of the DU-Aggregator Agreement. Under the DU-Aggregator  
16 Agreement, the DRA "acknowledges and agrees that Evergy is authorized to take any  
17 action that Evergy at its sole discretion deems necessary to maintain the safety and  
18 reliability of the distribution grid, consistent with applicable law and regulations. If at any  
19 time Evergy determines that the activities of the DRA may endanger the public or Evergy  
20 personnel or affect the integrity of Evergy's electric system or the quality of service  
21 provided to other customers, Evergy shall notify the DRA and the DRA will immediately  
22 cease or alter its activities as required."<sup>35</sup> The DU-Aggregator Agreement also requires

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<sup>34</sup> *Id.* § 4.7.

<sup>35</sup> *Id.* § 5.1.

1 that the DRA will (1) respect all operational constraints identified by Evergy; (2) meet any  
2 and all reliability and safety requirements; and (3) not access, alter or damage Evergy  
3 property or premises.<sup>36</sup>

4 **Q: What is the term of the DU-Aggregator Agreement?**

5 **A:** The term of the DU-Aggregator Agreement is one year with an option to renew.<sup>37</sup> The  
6 DU-Aggregator Agreement provides that if the DRA desires to renew, then at least 60 days  
7 prior to end of the term of the DU-Aggregator Agreement, the DRA would notify Evergy  
8 of its desire to renew for another year-long term.<sup>38</sup> Evergy must consent to such renewal  
9 in writing.<sup>39</sup> Evergy proposes this annual renewal structure because it ensures that the  
10 DRA and Evergy each year confirm their relationship and respective obligations under the  
11 DU-Aggregator Agreement, but at the same time minimizes burdens by avoiding the need  
12 for Evergy and the DRA to formally execute a new agreement each year if the DRA  
13 continues to participate on behalf of Kansas retail customers. Importantly, the DU-  
14 Aggregator Agreement specifies that Evergy’s consent shall not be unreasonably delayed  
15 or withheld.<sup>40</sup> It also specifies that if Evergy determines in its reasonable discretion not to  
16 consent to such renewal, Evergy is required to provide written notice to KCC, SPP and the  
17 DRA at least thirty days following the DRA’s renewal notice.<sup>41</sup> Evergy is also required to  
18 engage in good faith discussions with the DRA to address and seek to resolve any concerns  
19 that underlie Evergy’s determination.<sup>42</sup> This approach reflects Evergy’s expectation that,  
20 in the normal course, Evergy will timely consent to renewals of DU-Aggregator

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<sup>36</sup> *Id.* §§ 5.2, 5.3, 5.4, and 6.

<sup>37</sup> *Id.* § 3.

<sup>38</sup> *Id.* § 3.3.

<sup>39</sup> *Id.*

<sup>40</sup> *Id.*

<sup>41</sup> *Id.* § 3.4.

<sup>42</sup> *Id.*

1 Agreements and ensures that Evergy cannot unreasonably withhold or delay such consent  
2 and is subject to KCC oversight.

3 **Q: What happens if there is a dispute under the DU-Aggregator Agreement or a party**  
4 **to the DU-Aggregator Agreement fails to abide by its terms?**

5 **A:** As an initial matter, any Evergy concerns regarding a DRA’s SPP registration on behalf  
6 of, or wholesale market participation with, an Evergy retail customer currently are—and  
7 will remain—addressed through the SPP processes described above, which provide Evergy  
8 and KCC with the right to contest a registration or raise concerns about the ongoing validity  
9 of a demand response resource’s SPP participation. For any disputes that arise under the  
10 terms of the DU-Aggregator Agreement, however, the DU-Aggregator Agreement  
11 provides that the parties will seek to informally resolve the dispute, but if informal  
12 resolution is impossible, the parties shall proceed under the informal or formal complaint  
13 procedures set forth under KCC rules.<sup>43</sup> Evergy proposes this dispute resolution structure  
14 because it enables the parties to keep administrative costs low through addressing concerns  
15 on an informal basis where possible, while also providing for KCC oversight where  
16 required for retail customer protection.

17 **Q: Are there other provisions of the DU-Aggregator Agreement you would like to note?**

18 **A:** Yes. The DU-Aggregator Agreement contains provisions that limit Evergy’s liability  
19 under the DU-Aggregator Agreement and that require the DRA to indemnify Evergy  
20 against all claims arising out of the DU-Aggregator Agreement.<sup>44</sup> Regarding information  
21 and data, the DU-Aggregator Agreement provides Evergy with rights to audit the accuracy

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<sup>43</sup> *Id.* § 15 (noting that the KCC does not have authority to award damages). Under the DU-Aggregator Agreement, as proposed, the DRA acknowledges and consents to this dispute resolution framework. *Id.* § 15.1.

<sup>44</sup> *Id.* §§ 9, 10.

1 of data and information provided by the DRA pursuant to the DU-Aggregator Agreement.<sup>45</sup>  
2 Finally, the DU-Aggregator Agreement contains provisions that ensure protection of both  
3 Evergy and customer information that has been disclosed to the DRA and memorializes  
4 that the DRA may request and Evergy may provide to the DRA customer-specific data, but  
5 such information can be shared only pursuant to an executed Customer Data Authorization  
6 form.<sup>46</sup> Evergy intends each provision in the agreement to strike the appropriate balance  
7 between Evergy's role and responsibilities as a distribution utility and retail service  
8 provider, on one hand, and retail customers' choice to participate in SPP's markets through  
9 a third-party commercial entity, the DRA, on the other hand.

10 **Q: Where can Evergy's retail customers access information about participating in SPP's**  
11 **market through a DRA?**

12 **A:** Evergy has developed a customer-focused web page<sup>47</sup> that will ultimately provide "one  
13 stop shopping" for retail customers to access information about participating in SPP's  
14 markets through a DRA in the Evergy footprint. This website currently includes a link to  
15 the Customer Data Authorization Form. The website also has contact information for  
16 Evergy representatives who can field questions from customers and DRAs. Evergy also  
17 plans to also include links to the DU-Aggregator Agreement, Schedule 1, and a set of  
18 Frequently Asked Questions focusing on the consent process on the website as well once  
19 this proceeding has concluded.

20 **IV. REASONABLENESS OF THE TARIFF CHANGES AND APPROACH**

21 **Q: Please explain why the tariff revisions proposed in this docket are just and reasonable.**

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<sup>45</sup> *Id.* § 20.

<sup>46</sup> *Id.* § 8.

<sup>47</sup> <https://www.evergy.com/smart-energy/energy-information-link/third-party-demand-response>.

1   **A:**   Evergy’s proposed tariff revisions are just and reasonable and should be approved as  
2           proposed because they strike an appropriate balance between facilitating retail customers’  
3           choice to participate as demand response resources in SPP’s markets and ensuring Evergy’s  
4           ability to fulfill its distribution utility and retail service responsibilities for *all* customers in  
5           its footprint. Critically, the tariff revisions and associated process (including the DU-  
6           Aggregator Agreement, Schedule 1 and Schedule 2 described above) fill a regulatory gap  
7           that currently exists in Kansas because there are no KCC-approved rules or policies that  
8           set forth the obligations among Evergy, DRAs and retail customers with respect to retail  
9           customers’ participation in SPP’s markets through a DRA. These tariff changes, if  
10          approved, would help to fill that gap by implementing a clear, transparent, and KCC-  
11          approved process by which (1) retail customers will notify Evergy of their desire to  
12          participate in SPP’s markets through a DRA; (2) Evergy will be equipped to consider the  
13          technical and tariff issues associated with that registration in a timely manner and to  
14          consent to that participation, with such consent not to be unreasonably delayed or withheld;  
15          and (3) retail customers, Evergy, and DRAs have a shared understanding of their respective  
16          roles and responsibilities.

17                 The proposed tariff revisions and associated process also enable Evergy to  
18                 consistently and transparently (1) fulfill its function under current SPP protocols to review  
19                 demand response resource registrations and the validity of the resource’s ongoing  
20                 participation in the wholesale market, (2) meet the requirement under Section 7.12 of the  
21                 Evergy Kansas Central GT&C that Evergy consent to retail customers’ demand response  
22                 participation in SPP’s markets, (3) bring the Evergy Metro GR&R into alignment with the  
23                 Evergy Kansas Central tariffs, to ensure the application of consistent tariff provisions to all

1 Evergy retail customers in the state of Kansas, and (4) create a consistent and transparent  
2 process with respect to the consent requirement.

3 Importantly, as described above, the proposed tariff revisions and associated  
4 process address the operational and planning concerns KCC raised before FERC by  
5 requiring DRAs to provide Evergy with visibility into their wholesale demand response  
6 activities. That visibility will support Evergy's ongoing ability to manage operations, to  
7 engage in accurate load forecasting and resource adequacy planning, and to ensure just and  
8 reasonable cost allocation—all of which lie at the heart of Evergy's ability to provide  
9 reliable and affordable retail electricity service to all Kansas retail electricity customers.

10 As the wholesale demand response landscape evolves and as Evergy gets more  
11 experience in this arena, additional tariff revisions or tariff structures may be required. But  
12 Evergy views approval of the tariff revisions and associated process proposed in this docket  
13 as a measured and necessary step.

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

15 **A:** Yes. Thank you.

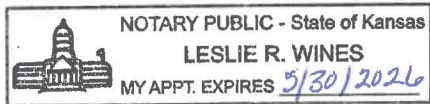
STATE OF KANSAS                    )  
  ) ss:  
COUNTY OF SHAWNEE            )

**VERIFICATION**

Darrin Ives, being duly sworn upon his oath deposes and states that he is the Vice President, Regulatory Affairs, for Evergy, Inc., that he has read and is familiar with the foregoing Direct Testimony, and attests that the statements contained therein are true and correct to the best of his knowledge, information and belief.

  
\_\_\_\_\_  
Darrin R. Ives

Subscribed and sworn to before me this 25th day of January, 2023.



  
\_\_\_\_\_  
Notary Public

My Appointment Expires: May 30, 2026

**THE STATE CORPORATION COMMISSION OF KANSAS**

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

SCHEDULE \_\_\_\_\_ Section 1 \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule Section 1GT&C — Sheet

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EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed April 18, 2012 October 8,

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

Sheet 1 of 7 Sheets

**GENERAL RULES AND REGULATIONS**

1. DEFINITIONS

These General Rules and Regulations 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 Rules and Regulations 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 Rules and Regulations 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 Evergy Kansas Central, Inc. or Evergy Kansas South, Inc. both doing business as Evergy Kansas Central.
- 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 governmental agency or other entity using Electric Service at a stated location under a Service

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**GENERAL RULES AND REGULATIONS**

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.

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**GENERAL RULES AND REGULATIONS**

- 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.

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**GENERAL RULES AND REGULATIONS**

- 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.

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**GENERAL RULES AND REGULATIONS**

- 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.
- 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 "Basic Service Fee" 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.

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**GENERAL RULES AND REGULATIONS**

- 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.

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**GENERAL RULES AND REGULATIONS**

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).

1.30 “Demand Response Aggregator” means an entity that aggregates the load of one or more Customers for purposes of participation as demand response in the SPP Integrated Marketplace.

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**GENERAL TERMS AND CONDITIONS**

**7. COMPANY'S SERVICE OBLIGATIONS**

**7.01 Supplying Electric Service:**

- A. Company shall supply Electric Service exclusively under these General Terms and Conditions for Electric Service and Commission-approved Rate Schedules. Electric Service shall be supplied at Points of Delivery, which are adjacent to facilities of Company adequate to and suitable for the Electric Service desired by customer. By taking Electric Service, a customer agrees to abide by and conform to these General Terms and Conditions.
- B. When Company is not assured of recovering its investment, special agreements shall be required before Electric Service is initiated with customer. In these instances, customer shall be required to contribute to the cost of construction or otherwise provide Company with a satisfactory guarantee of revenue on the installed facilities.

**7.02 Limitation of Liability:**

- A. Company shall use commercially reasonable efforts to supply steady and continuous Electric Service at the Point of Delivery. Company shall not be liable to customer for any loss, damage or injury whatsoever caused by or arising from Company's operations including loss, damage or injury occasioned by irregularities of or interruptions in Electric Service, leakage, escape or loss of electric energy after same has passed the Point of Delivery or for any other cause unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by Company's willful or wanton conduct. In no event shall Company be liable for any loss, damage or injury caused by any defects in customer's wiring or appliances.

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**GENERAL TERMS AND CONDITIONS**

- B. Customer shall save Company harmless from all claims for trespass, injury to persons and damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of or related to Company's operations, the provision of Electric Service hereunder and the installation, maintenance or replacement of Company's service lines or other facilities necessary to serve customer, unless it shall affirmatively appear that the injury to persons or damage to property complained of has been caused by Company's willful or wanton conduct.
- C. In accordance with its normal work procedures, Company shall exercise reasonable care when installing, maintaining and replacing Company's facilities located on customer's premises. However, beyond such normal procedures, Company assumes no responsibility for trespass, injury to persons or damage to lawns, trees, shrubs, buildings or other property that may be caused by reason of or related to Company's operations, the provision of Electric Service hereunder or the installation, maintenance or replacement of Company's facilities to serve customer, unless it shall be shown affirmatively that the injury to persons or damage to property complained of has been caused by Company's willful or wanton conduct .

**7.03 Company's Right of Way and Easements:**

- A. Customer must provide, without cost to Company, such unobstructed right-of-way for Company's equipment and facilities over, across, under and upon property owned or controlled by customer as Company, in its reasonable discretion, deems necessary for Company to be able to provide safe and reliable Electric Service to customers.
- B. Company shall have the right to trim, remove, eradicate, cut and clear away any trees, limbs, vines and brush on such right-of-way, on utility easements and on land

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**GENERAL TERMS AND CONDITIONS**

adjacent to Company's facilities (whether or not such facilities are located within a right-of-way or a utility easement) used to serve its customers whenever in Company's reasonable discretion such actions are reasonably necessary for Company to be able to provide safe and reliable Electric Service to customers. Customer must permit Company access to such right-of-way at all reasonable times. In addition to its right to trim, remove, eradicate, cut and clear away any trees, limbs, vines and brush, Company shall have the right of ingress to and egress from customer's property for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Company's facilities used to serve its customers.

C. Customer may not construct buildings or structures which, in Company's reasonable discretion, interfere with or endanger the construction, operation or maintenance of Company's facilities or Company's access to such facilities for any proper purpose.

7.04 Electric Service Information: Company shall furnish without charge reasonable information about the location of Company's Electric Service lines and the character of Electric Service available to any location upon request of a customer or potential customer.

7.05 Electric Service Continuity: Company shall use commercially reasonable efforts to supply steady and continuous Electric Service at the Point of Delivery. Company shall not be liable to customer for any damages to property or equipment, including sensitive electronic equipment (computers, VCR's, etc.), occasioned by irregularities or interruptions, except when directly caused by willful, or wanton acts of Company, its agents, or employees.

7.06 Facilities Furnished by Company: Company may designate the point on the exterior of the premises to which its Electric Service lines shall be brought for attachment to a customer's Electric Service entrance wires. Customer may choose a different point on the exterior of the premises for attachment of Electric Service but shall be required to pay any additional

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**GENERAL TERMS AND CONDITIONS**

cost. The customer must provide and install a Company approved meter receptacle. The meter receptacle shall have a nationally recognized testing laboratory seal. Customer shall be responsible for the maintenance, replacement or repair of the meter receptacle after it is installed. Company shall furnish and set meter without charge to customer. All meters, service lines, and other equipment installed by Company shall remain Company's property.

7.06.01 Overhead Electric Service Lines: Company shall install 135 feet of overhead Electric Service line as a standard service line from distribution feeder lines to the exterior wall of a customer's premises. This standard service line shall be free of charge and is in addition to extensions of electric distribution feeder lines as described in Section 8, Line Extension Policy. Customer shall pay all costs incurred by Company for installation of service lines longer than the standard service line.

7.06.02 Underground Electric Service Lines:

- a) When requested, underground service lines can be provided when the customer has:
  - i) forwarded to Company a properly completed application form provided an adequate Electric Service entrance, and
  - ii) properly installed three-inch conduit, including any trenching, and
  - iii) backfilling in accordance with service standards, and all federal, state, county, and city code requirements.
- b) When requesting new underground service lines, Company shall install 135 feet of underground Electric Service line as a standard service line

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 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 Section 7

(Name of Issuing Utility)

Replacing Schedule Section 7GT&C -Sheet \_\_\_\_\_

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EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
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which was filed September 27,

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**GENERAL TERMS AND CONDITIONS**

from distribution feeder lines to the exterior wall of a customer's premises. This standard service line shall be limited to the cost of a standard overhead service line and is in addition to extensions of electric distribution feeder lines as described in Section 8, Line Extension Policy. Customer shall pay all costs incurred by Company for installation of service lines longer than the standard service line.

- c) In the event of a failed existing underground direct buried service line,
  - i) The Company will install a temporary above ground service line to reestablish temporary service to the customer.
  - ii) The customer will properly install three-inch conduit, including any trenching, and backfilling in accordance with service standards, and all federal, state, county, and city code requirements.
  - iii) Upon completion of item ii) the Company will provide, install in customer provided conduit, and terminate up to 135 feet of underground electric service line and reestablish permanent underground electric service.
  - iv) The Company will provide a reasonable reimbursement to the customer to cover up to 135 feet of trenching and backfill costs associated with the underground service, not to exceed \$1,000. Reimbursements will normally be provided through bill credits for residential customers and through direct payment for landlords and mobile home park owners.

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7.06.03 Emergency Electric Service Policy: Company may, in its reasonable discretion, install special equipment and/or facilities, such as nonstandard transformers or emergency primary service, manual (MTO) or automatic throw over (ATO) service, or isolated spot secondary network service, etc. when requested by customer. Emergency Electric Service shall be provided in accordance with Company's Electric Service Standards.

7.07 Maintenance, Replacement, and Emergency Repairs of Company's Facilities: Company shall maintain, repair, or replace, when necessary, all Electric Service facilities installed by Company as described in Section 7.06, Facilities Furnished by Company, which serve customers. Company reserves the right, without incurring any liability, to suspend Electric Service for reasonable periods of time when necessary to maintain, repair, or replace facilities, or in case of any emergency.

7.08 Electric Service Use Limitation: Electric Service supplied by Company shall be subject to all limitations contained in Commission-approved Rate Schedules and these General Terms and Conditions. When multi-phase Electric Service is supplied by Company, customer's load shall be maintained in reasonable electrical balance between phases at the Point of Delivery.

7.09 Relocation or Use of Company's 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. Company shall require customer to reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at the request of customer. Company's

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**GENERAL TERMS AND CONDITIONS**

facilities shall be removed or relocated only by employees, agents, or authorized representatives of Company.

7.10 Notice of Complaint Procedure: Once each year Company shall mail to each customer a notice apprising them of the Commission’s complaint procedure including its role in settling complaints which have reached an impasse. The notice shall include the Commission’s Consumer Protection Office’s telephone number and procedures on how to file a complaint. Copies of the notices shall be sent to the Commission.

7.11 Information regarding Electric Service: Customer may request a report from Company each year about the Electric Service reliability to customer at Company’s expense. Additional requests by customer within one year will be provided by Company at customer’s expense.

7.12 Customer participation in Integrated Marketplace or Demand Response: Company’s express written consent is necessary for a customer to participate in the SPP’s Integrated Marketplace or Demand Response program regardless of the customer’s service taken from Company (i.e., firm or interruptible). To obtain the required written consent from Company, a Customer must provide to the Company a completed Schedule 1 - Customer Registration and Consent Form, the form of which is available on the Company’s Internet web site. If a Customer seeks to participate in the SPP’s Integrated Marketplace or Demand Response programs through a third-party Demand Response Aggregator not affiliated with the Company, such third-party Demand Response Aggregator must have an effective Distribution Utility – Demand Response Aggregator Agreement, the form of which is available on the Company’s Internet web site.

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THE STATE CORPORATION COMMISSION OF KANSAS  
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Replacing Schedule 1.05-1.07b Section 1

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**GENERAL RULES AND REGULATIONS  
APPLYING TO ELECTRIC SERVICE**

**1. DEFINITIONS**

The following terms, when used in these General Rules and Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated therein, have the meanings given below:

- 1.01 COMPANY:** Evergy Kansas Metro, Inc., any successor or assignee thereof, acting through its duly authorized officers, agents or employees within the scope of their respective duties and authorities.
- 1.02 COMMISSION:** THE STATE CORPORATION COMMISSION OF THE STATE OF KANSAS and any successor of such Commission having jurisdiction of the subject matter hereof.
- 1.03 PERSON:** Any individual, partnership, co-partnership, firm, company, public or private corporation, association, joint stock company, trust, estate, political subdivision, governmental agency or other legal entity recognized by law.
- 1.04 CUSTOMER:** The term "Customer" is used herein to designate any person, partnership, association, firm, public or private corporation or governmental agency applying for or using electric service supplied by the Company.
- 1.05 RURAL CUSTOMER:** A Customer taking electric service (except electric service used in connection with a commercial enterprise not related to residential or farming purposes) who uses such electric service for residential purposes in a district which has not been platted and recorded, or in connection with the carrying on of farming or other agricultural pursuits. The Company reserves the right in all instances to designate whether a Customer is or is not a rural customer.

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**GENERAL RULES AND REGULATIONS  
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**1. DEFINITIONS**

- 1.06 ELECTRIC SERVICE:** The availability of electric power and energy supplied by the Company at a point of delivery within the 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 the Company in that area, which source is adequate to meet the Customer's requirements as stated or implied in the Customer's service agreement, irrespective of whether or not the Customer makes use of such electric service.
- 1.07 SERVICE TERRITORY:** All areas included within that portion of the territory within the State in which the Company is duly certificated and authorized by the Commission to supply electric service.
- 1.08 PREMISES:** That separate walled portion of a single building undivided by any common area, or that separate portion of a single contiguous tract of land (including all improvements thereon) undivided by any way used by the public, which portion is occupied by the Customer, or as may, with the consent of the Company, be designated in the service application or by other means acceptable to the Company. All common areas in any such building and on any such tract of land may be deemed by the Company to be occupied by the owner or lessee of such building or tract of land or his authorized agent, as another Customer. A "common area" shall include all halls, lobbies, passageways and other areas of a building or a tract of land used or usable by persons other than the Customer.
- 1.09 BUILDING:** A single structure which is unified in its entirety, both physically and in operation. Separate structures on the same tract of land, or separate structures on adjoining tracts of land (even though separated by a public or private way), may be considered as a building if such separate structures are physically joined by an enclosed and unobstructed passageway at or above ground level and both are occupied and used by the Customer for one single business enterprise.

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**GENERAL RULES AND REGULATIONS  
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**1. DEFINITIONS**

- 1.10 CUSTOMER'S INSTALLATION:** All wiring, appliances and apparatuses of every kind and nature on the Customer's premises, on the Customer's side of the point of delivery (except the Company's meter installation), used or useful by the Customer in connection with the receipt and utilization of electric service supplied by the Company.
- 1.11 POINT OF DELIVERY:** The point at which the Company's conductors and/or equipment (other than the Company's meter installation) make electrical connection with the Customer's installation, unless otherwise specified in the Customer's service agreement. Examples of typical meter configurations depicting the point of delivery can be found in the Company's Construction Standards at [www.evergy.com](http://www.evergy.com).
- 1.12 METER INSTALLATION:** The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed by the Company to measure the class of electric service supplied to a Customer at a single point of delivery.
- 1.13 MONTH:** An interval of approximately thirty (30) days, unless specified or appearing from the context to be a calendar month.
- 1.14 SERVICE AGREEMENT:** The application, agreement or contract, expressed or implied, pursuant to which the Company supplies electric service to the Customer.
- 1.15 ADULT:** One who has reached the legal age of majority, generally 18 years.
- 1.16 BILLING ERROR:** The incorrect billing of an account due to a Company or Customer meter reading error, which results in incorrect charges.

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**GENERAL RULES AND REGULATIONS  
APPLYING TO ELECTRIC SERVICE**

**1. DEFINITIONS**

- 1.17 FIELD ERROR:** Shall be considered to include lost/mishandled paperwork, installing metering incorrectly, or failure to close the meter potential or test switches. A Field Error may result in a Billing Error.
- 1.18 FRAUD:** The misrepresentation of material facts by a customer, or other person, by giving false or misleading information or by concealment of that which should have been disclosed as a deceptive means to gain or maintain utility service, avoid payment for past, present or future service, or obtain a refund and so cause the Company or others to rely upon such misrepresentations to the Company's financial detriment. Includes, but is not limited to: (a) furnishing Company with false names, or customer information not legally assigned to such person, (b) furnishing false or altered customer identification, (c) furnishing false or altered residency history, (d) furnishing false or altered ownership or lease papers, (e) rendering false reports of unauthorized electronic fund transfers to the Company.
- 1.19 METER ERROR:** The incorrect registration of electric consumption resulting from a malfunctioning or defective meter.
- 1.20 RESPONSIBLE PARTY:** Any adult, landlord, property management company, or owner applying for electric service at a given premise.
- 1.21 TAMPERING:** To rearrange, damage, injure, destroy, alter, or interfere with, Company facilities, service wires, electric meters and associated wiring, locking devices, or seals or otherwise prevent any Company equipment from performing a normal or customary function

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## GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

### 1. DEFINITIONS

**1.22 UNAUTHORIZED USE:** To use or receive the direct benefit of all, or a portion of, the utility service with knowledge of, or reason to believe that diversion, tampering or other unauthorized connection existed at the time of the use, or that the use or receipt was fraudulent and/or without the authorization or consent of the utility. Includes but is not limited to: (a) tampering with or reconnection of service wires and/or electric meters to obtain metered use of electricity, (b) the unmetered use of electricity resulting from unauthorized connections, alterations or modifications to service wires and or electric meters, (c) placing conductive material in the meter socket to allow unmetered electricity to flow from the line-side to load-side of the service, (d) installing an unauthorized electric meter in place of the meter assigned to the account, (e) inverting or repositioning the meter to alter registration, (f) disrupting the magnetic field or wireless communication of the meter causing altered registration, (g) damaging or altering the electric meter to stop registration, (h) using electric service without compensation to the utility.

**1.23** ["Demand Response Aggregator" means an entity that aggregates the load of one or more Customers for purposes of participation as demand response in the SPP Integrated Marketplace.](#)

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**GENERAL RULES AND REGULATIONS  
APPLYING TO ELECTRIC SERVICE**

**7. UTILITY'S SERVICE OBLIGATIONS**

**7.01 SUPPLYING ELECTRIC SERVICE:**

Except as otherwise provided by Rule 8 hereof, electric service will be supplied by the Company under an available rate schedule only at such premises as are adjacent to the Company's existing distribution facilities which are adequate and suitable, as to capacity, voltage, phase and other characteristics to supply electric service for the requirements of the Customer, unless special arrangements are made between the Customer and the Company.

**7.02 CLASS OF SERVICE:**

Except as may be otherwise provided under an applicable and available rate schedule of the Company, all electric service will be supplied in the form of 60 cycle alternating current and at primary and secondary voltages as available and as designated by the Company. The class or classes of electric service which will be designated by the Company will depend on the location, size, type and other characteristics of the Customer's load requirements.

**7.03 LINE CONSTRUCTION:**

Normally all transmission and distribution lines of the Company will be of overhead construction. Underground distribution lines in an area or on the Customer's premises will be made available pursuant to Rule 8 hereof. However, the Company reserves the right to place any transmission or distribution line underground where it is more economical or convenient for the Company to do so.

**7.04 DELIVERY OF ELECTRIC SERVICE TO CUSTOMER:**

The Company shall supply electric service to the Customer at the Customer's point of delivery. The Customer shall provide a service entrance to be located at a suitable point on or near the Customer's premises as specified by the Company. Only authorized Company employees shall be permitted to energize the Customer's installation from the Company's facilities.

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**7.05 COMPANY RESPONSIBILITY:**

The obligation of the Company to supply electric service to the Customer shall be completed by the supplying of such electric service at the Customer's point of delivery for the operation of all electrical equipment on the premises of the Customer. The Company shall not be obligated to supply electric service to a Customer for a portion of the electrical requirements on the premises of the Customer, except pursuant to an applicable rate schedule therefore. The responsibility of the Company for the quality of service and the operation of its facilities ends at the point of delivery. The Company shall be required only to furnish, install and maintain one connection from its distribution facilities, service conductors from such connection to the Customer's point of delivery and one meter installation to measure such electric service to the Customer.

**7.06 CONTINUITY OF SERVICE:**

The Company will use reasonable diligence to supply continuous electric service to the Customer but does not guarantee the supply of electric service against irregularities and interruptions. Except where due to the Company's willful misconduct or gross negligence, the Company shall not be considered in default of its service agreement and shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) regardless of cause.

**7.07 CURTAILMENT, INTERRUPTION OR SUSPENSION OF SERVICE:**

A. The Company shall have the right to curtail (including voltage reduction), interrupt or suspend electric service to the Customer for temporary periods as may be necessary for the inspection, maintenance, alteration, change, replacement, or repair of electric facilities, or for the preservation or restoration of its system operations or of operations on the interconnected electric systems of which the Company's system is a part.

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- B. During any period of emergency conditions on the Company's system or on the interconnected electric systems of which the Company system is a part, the Company shall have the right of selective curtailment, interruption, suspension, or restoration of electric service, both within and without its system and as among Customers served directly from its system, through the operation of protective devices or equipment, or by other means deemed by it to be appropriate to preserve or restore the operational integrity of any portion of its generating resources and transmission facilities or those of the interconnected electric systems of which the Company's system is a part.
  
- C. During the continuance of any such emergency conditions and depending upon the operating characteristics of the Company's system and its interconnected electric systems, the nature of the deficiency, and to the extent of time availability, the Company's procedures for curtailment, interruption or suspension to Customers served directly from the Company's system shall generally provide that:
  - 1. Interruptible electric service will be suspended;
  - 2. Voluntary reduction of use of electric service will be requested directly by the Company of major use customers and will be requested by the Company of all customers by public appeals through the news media;
  - 3. Selective curtailment, interruption or suspension of service will be made by the Company either manually or through the automatic operation of protective devices or equipment pursuant to load shedding programs coordinated by the Company with other regional interconnected electric systems; and
  - 4. News media will, insofar as practicable, be kept informed of the Company's

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progress in the restoration of electric service during the period of such emergency conditions.

- D. The Company, in its sole judgment, may effect any additional or alternative procedures during the period of such emergency conditions as it deems necessary or more appropriate in the preservation or restoration of electric service on its system and the interconnected systems of which the Company's system is a part; provided that, if such emergency conditions would prevail on the Company's system or its interconnected systems for substantially more than two hours, then, to the extent that the Company's system resources and facilities are available to serve a portion but not all of the less critical categories of its system electric loads under such coordinated plans, the Company will manually rotate service among such less critical categories of loads served directly from its system so as to limit the continuous period of interruption to such loads.
- E. Upon restoration of the operational integrity of the interconnected electric systems of which the Company's system is a part, the re-energizing of the Company's system or those parts upon which service has been curtailed, interrupted or suspended will proceed as rapidly as practicable, dependent upon the availability of generation and/or the stability of the interconnected electric systems.

**7.08 RESTORATION OF SERVICE:**

In all cases of interruption or suspension of service, the Company will make reasonable efforts to restore service without unnecessary delay. Labor disturbances affecting the Company or involving employees of the Company may be resolved by the Company at its sole discretion.

**7.09 APPLICATION OF RATE SCHEDULE:**

Neither interruption nor suspension of electric service by the Company shall relieve the Customer from charges provided for in the Customer's service agreement.

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**7.10 REFUSAL TO SERVE:**

The Company may refuse to supply electric service to any Customer who fails or refuses to comply with any provisions of any applicable law, general order of the Commission or rate schedule, rule or regulation of the Company in effect and on file with the Commission.

**7.11 PROPERTY OF THE COMPANY:**

All facilities furnished and installed by the Company on the premises of the Customer for the supply of electric service to the Customer shall be and remain the exclusive property of the Company. All facilities on the premises of the Customer which are or become the property of the Company shall be operated and maintained by and at the expense of the Company, may be replaced by the Company at any time, and may be removed by the Company upon termination of the Customer's service agreement or upon discontinuance by the Company of electric service to the Customer for any reason.

**7.12 LIABILITY OF COMPANY:**

Except where due to the Company's willful misconduct or gross negligence, the Company shall not be liable in negligence or otherwise for any claims for loss, expense or damage (including indirect, economic, special or consequential damage) on account of fluctuations, interruption in, or curtailment of electric service; or for any delivery delay, breakdown; or failure of or damage to facilities; or any electric disturbance originating on or transmitted through electric systems with which the Company's system is interconnected, act of God, or public enemy, strike, or other labor disturbance involving the Company or the Customer, civil, military or governmental authority.

**7.13 CUSTOMER PARTICIPATION IN INTEGRATED MARKETPLACE OR DEMAND RESPONSE:**

Company's express written consent is necessary for a customer to participate in the SPP's Integrated Marketplace or Demand Response program regardless of the customer's service taken from Company (i.e., firm or interruptible). To obtain the required written consent from Company, a Customer must provide to the Company a completed Schedule 1 - Customer Registration and Consent Form, the form of which is available on the Company's Internet web

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site. If a Customer seeks to participate in the SPP's Integrated Marketplace or Demand Response programs through a third-party Demand Response Aggregator not affiliated with the Company, such third-party Demand Response Aggregator must have an effective Distribution Utility – Demand Response Aggregator Agreement, the form of which is available on the Company's Internet web site. -

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Darrin Ives, Vice President



## DISTRIBUTION UTILITY – DEMAND RESPONSE AGGREGATOR AGREEMENT

This Distribution Utility–Aggregator Agreement (“Agreement”) is made and entered into as of this day of \_\_\_\_\_, by and between \_\_\_\_\_ (the Demand Response Aggregator or “DRA” herein), an entity organized and existing under the laws of the state of \_\_\_\_\_, and [Evergy Kansas Central, Inc., Evergy Kansas South, Inc., and Evergy Kansas Metro, Inc.] (“Evergy”), wherein Evergy is a corporation organized and existing under the laws of the state of Kansas. From time to time, the DRA and Evergy shall be individually referred to herein as a “Party” and collectively as the “Parties.”

### RECITALS

WHEREAS, Evergy is a public utility subject to regulation by the KCC and responsible for the safe and reliable operation of its distribution system to provide retail electric service in Kansas in accordance with the rules, regulations and tariffs approved by the KCC.

WHEREAS, the DRA is an entity that aggregates the load of one or more Retail Customers for purposes of participation as demand response in the SPP Integrated Marketplace.

WHEREAS, the DRA’s participation in the SPP wholesale market through transactions with Retail Customers involves impacts to Evergy’s distribution system and duties, rights and obligations as a public utility.

WHEREAS, the KCC-approved General Terms and Conditions governing Evergy Kansas Central, Inc. and Evergy Kansas South, Inc. [and the General Rules and Regulations of Evergy Kansas Metro, Inc.] provide that Evergy’s express written consent is necessary for a Retail Customer to participate in the SPP’s Integrated Marketplace or Demand response program.

WHEREAS, the Parties desire to (a) establish their respective obligations and rights with respect to the DRA’s participation in the SPP wholesale markets through transactions with Retail Customers in Evergy’s service territory, and (b) ensure Evergy’s ability to carry out its responsibilities as a public utility in light of Retail Customers’ choice to participate in the SPP wholesale markets through the DRA.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. Definitions

- 1.1. “Change of Control” shall mean, with respect to a Party, the acquisition by another entity of all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by consolidation, amalgamation, merger, reorganization, acquisition, sale, or otherwise.
- 1.2. “Customer Data Authorization” shall mean the Evergy form agreement executed by a Retail Customer and the DRA authorizing Evergy to disclose the Retail Customer’s data to the DRA.
- 1.3. “Defaulting Party” shall have the meaning set forth in Section 7.
- 1.4. “Effective Date” shall mean the last date of execution by both Parties hereto.
- 1.5. “Event of Default” shall have the meaning set forth in Section 7.
- 1.6. “FERC” means the Federal Energy Regulatory Commission or any successor government agency.

- 1.7. "Force Majeure Event" shall have the meaning set forth in Section 17.
- 1.8. "Information" shall have the meaning set forth in Section 8.
- 1.9. "Initial Term" shall have the meaning set forth in Section 3.
- 1.10. "KCC" means the Kansas Corporation Commission or any successor government agency.
- 1.11. "NERC" shall mean the North American Electric Reliability Corporation.
- 1.12. "Renewal Term" shall have the meaning set forth in Section 3.
- 1.13. "Retail Customer" means any person, partnership, association, firm, public or private corporation or governmental agency applying for or using retail electric service supplied by Evergy.
- 1.14. "Schedule 1" shall mean the initial information-collection form submitted by the DRA to Evergy as required pursuant to Section 4.4.1.
- 1.15. "Schedule 2" shall mean the summary performance report submitted by the DRA to Evergy as required pursuant to Section 4.4.2.
- 1.16. "SPP" means the Southwest Power Pool, Inc.
- 1.17. "Term" shall have the meaning set forth in Section 3.

## **2. Representations and Warranties**

- 2.1. Each Party hereby represents and warrants to the other Party as of the date hereof that:
  - 2.1.1. it is duly organized, validly existing and in good standing under the laws of its respective jurisdiction and it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions;
  - 2.1.2. the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party and do not contravene any provision of its organizational documents or applicable laws;
  - 2.1.3. it holds all consents, licenses, approvals, registrations, permits or other authorizations granted by any governmental authority as are necessary to perform its obligations hereunder, and no other action by, and no notice to or filing with, any governmental authority having jurisdiction is required for such execution, delivery or performance of this Agreement by it;
- 2.2. this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by general equity principles.

## **3. Term of Agreement and Renewal**

- 3.1. The term of this Agreement shall commence on the Effective Date and shall continue for one year unless the Agreement is terminated pursuant to Section 3.2 of this Agreement.
- 3.2. The Agreement shall terminate upon the earlier of:

- 3.2.1. thirty (30) days following the date the DRA notifies Evergy in writing that it is no longer participating in the SPP wholesale markets using the load of Retail Customers;
  - 3.2.2. termination pursuant to Section 7 (Default and Remedy for Default), Section 11 (Assignment and Delegation), or Section 19 (Amendments or Modifications); or
  - 3.2.3. if the Parties mutually agree to enter into a new Distribution Utility – Aggregator Agreement and to have such new agreement by its terms replace this Agreement, the effective date of such new Distribution Utility – Aggregator Agreement between the Parties.
- 3.3. Subject to any earlier termination pursuant to Section 3.2, the initial term of this Agreement shall commence on the Effective Date and shall continue for one year (the “Initial Term”). At least sixty (60) days prior to the expiration of the Initial Term, DRA may provide written notice to Evergy (an “Extension Notice”) of its desire to extend the Initial Term by an additional one-year period (a “Renewal Term”). Upon receipt by DRA of Evergy’s written consent to such Renewal Term, which consent shall not be unreasonably delayed or withheld, such Renewal Term shall be deemed accepted and the Term of the Agreement shall be extended for such Renewal Term. At least sixty (60) days prior to the expiration of any Renewal Term, DRA may provide an Extension Notice to Evergy indicating its desire to extend the Term by an additional Renewal Term. Upon receipt by DRA of Evergy’s written consent to such extension, which consent shall not be unreasonably delayed or withheld, the additional Renewal Term shall be deemed accepted and the Term of the Agreement shall be extended for such additional Renewal Term. The Initial Term and any subsequent Renewal Term(s), if applicable, shall collectively be referred to as the “Term.”
- 3.4. In the event Evergy determines in its reasonable discretion not to consent to any Renewal Term proposed by DRA in accordance with Section 3.3, Evergy shall provide written notice thereof to the KCC, SPP and the DRA within thirty (30) days of receipt of the applicable Extension Notice. Such written notice does not alter the Term of the Agreement. Following such written notice, Evergy agrees to engage in good faith discussions with the DRA to address and seek to resolve the concerns that led to Evergy’s determination not to consent.

#### **4. Responsibilities of the DRA**

- 4.1. The DRA agrees that it shall not register a resource or participate in the SPP wholesale markets using the load of Retail Customers unless and until the following conditions are met:
  - 4.1.1. the DRA and Evergy have duly executed this Agreement and mutually agree that it is effective;
  - 4.1.2. the DRA has obtained the Retail Customer’s written consent for the DRA’s participation in the SPP wholesale market using the Retail Customer’s load; and
  - 4.1.3. at least thirty (30) days before the date the DRA registers a Retail Customer’s load for participation in the SPP wholesale market, the Retail Customer has provided to Evergy a completed Schedule 1, which is available on Evergy’s website, and which constitutes the Retail Customer’s request for Evergy’s consent to participate in SPP’s Integrated Marketplace or Demand response program.
- 4.2. The DRA agrees that it will fulfill all KCC, FERC and SPP requirements and prerequisites associated with its participation in the SPP wholesale market using the loads of Retail Customers, including all enrollment and registration requirements applicable to the aggregation and to the individual load.
- 4.3. The DRA agrees that in no event shall the DRA’s use of Retail Customers’ load to participate in the SPP wholesale market result in double compensation for a resource, double counting of a resource, or failure to otherwise comply with regulatory requirements.

- 4.4. The DRA shall ensure, and shall provide written evidence upon request, that each individual Retail Customer load that participates in the SPP wholesale market through the DRA is subject to separate measurement and performance verification.
- 4.5. To enable Evergy to understand potential distribution system and Retail Customer impacts associated with the DRA's activities in its service territory, ten (10) business days after the Effective Date and within thirty (30) days after the last date of the reporting periods identified in Schedule 2, the DRA shall provide a summary performance report to Evergy in the form of Schedule 2, which is available on Evergy's website.
- 4.6. In circumstances where a Retail Customer participating in the SPP wholesale market through the DRA discontinues that participation for any reason, the DRA shall provide notice in writing to Evergy as soon as practicable but not less than ten (10) business days following the date of such discontinuation. The notice shall provide the date of the discontinuation and the reasons for such discontinuation.
  - 4.6.1. The DRA is solely responsible for fulfilling all notice and other requirements, such as disenrollment requirements, associated with the Retail Customer's discontinuation of participation with the DRA as established by KCC, FERC or SPP.
- 4.7. If Evergy in its sole discretion reasonably determines that the DRA has not met the requirements set forth in this Section 4, Evergy may notify SPP and may contest the DRA's registration or continued market participation at SPP and may proceed under the informal or formal complaint procedures set forth under KCC rules.

## **5. Coordination, Safety, Reliability, Emergencies, Outages and Curtailments**

- 5.1. The DRA acknowledges and agrees that Evergy is authorized to take any action that Evergy at its sole discretion deems necessary to maintain the safety and reliability of the distribution grid, consistent with applicable law and regulations. If at any time Evergy determines that the activities of the DRA may endanger the public or Evergy personnel, or affect the integrity of Evergy's electric system or the quality of service provided to other customers, Evergy shall notify the DRA and the DRA will immediately cease or alter its activities as required.
- 5.2. The DRA acknowledges and agrees that its activities will at all times respect the operational constraints identified by Evergy in the course of Evergy's SPP registration review processes or in response to operational issues subsequently identified by Evergy and communicated to the DRA.
- 5.3. The DRA acknowledges and agrees that its activities will at all times respect the operational constraints and conditions set forth in the customer's relevant tariffs and, if applicable, any Interconnection Agreement or other agreement entered into by and between Evergy and the Retail Customers that participate through the DRA in the SPP wholesale market.
- 5.4. The DRA acknowledges and agrees that its activities will at all times comply with all applicable reliability and safety requirements, including any applicable NERC requirements or standards. The DRA further acknowledges that applicable reliability and safety requirements may be updated and revised over time.
- 5.5. If any Retail Customer(s) contacts the DRA with inquiries related to Evergy's distribution system or utility service, including inquiries related to emergency system conditions, outages, and safety situations, the DRA will refer such inquires to Evergy.
- 5.6. The DRA acknowledges and agrees that it may be necessary for Evergy to shed or curtail customer load to maintain the safety and reliability of the distribution grid.
  - 5.6.1. Nothing in this Agreement shall affect the criteria for load-shedding established by SPP.

- 5.6.2. The DRA is solely responsible for notifying SPP of any customer curtailments by Evergy if the DRA determines that such curtailments will affect its bids submitted to, or market activities with, SPP.

## **6. Evergy Property, Equipment and Premises**

In no event shall the DRA alter, adjust, or damage any Evergy property or equipment, or access any Evergy premises. The DRA is liable to Evergy for the cost to repair or replace any Evergy property, equipment or premises damaged as a result of the DRA's activities on behalf of Evergy's Retail Customers.

## **7. Default and Remedy for Default**

- 7.1. Events of Default. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:
- 7.1.1. any representation or warranty made by such Party herein is false or misleading in any material respect when made or becomes false or misleading thereafter and shall remain incorrect for a period of thirty (30) days after notice thereof;
  - 7.1.2. the failure of such Party to perform any material obligation under this Agreement and such failure continues for thirty (30) days after notice thereof or, if such failure cannot be cured within such thirty (30) day period with the exercise of all commercially reasonable efforts, such longer period (not to exceed sixty (60) days in the aggregate) as shall be reasonably necessary to cure such failure so long as such Party diligently continues without interruption all commercially reasonable efforts to cure such failure;
  - 7.1.3. such Party makes a general assignment for the benefit of its creditors, institutes proceedings to be adjudicated voluntarily bankrupt, consents to the filing of a petition of bankruptcy against it, is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, seeks reorganization under any bankruptcy law or consents to the filing of a petition seeking such reorganization or has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee or assignee in bankruptcy or in insolvency; and
- 7.2. In the Event of Default, the non-Defaulting Party shall be entitled (a) to exercise any and all remedies provided for by law or in equity; and (b) to terminate this Agreement upon written notice to the other Party, which shall be effective upon the receipt thereof, subject to any cure periods set forth in Section 7.1.

## **8. Treatment of Information**

- 8.1. The DRA acknowledges that its performance under this Agreement may involve access to certain information (collectively, the "Information") including but not limited to information relating to the organization, personnel, customers, business activities, policies, operations, rights, obligations, liabilities and strategies of Evergy. The DRA acknowledges that all Information is confidential and/or proprietary to Evergy and agrees that, during the effectiveness of this Agreement and all times thereafter, it will not disclose or otherwise make available any Information to any person other than Evergy without the prior written consent of Evergy and shall not use any Information for any purpose other than performing its obligations under this Agreement. The Information shall not include information which (i) DRA can demonstrate was known to it on a non-confidential basis prior to its disclosure to DRA, (ii) is, or later becomes, public knowledge without breach of this Agreement by Evergy or the DRA, (iii) is received by DRA from a third party without obligation of confidentiality or (iv) is developed by DRA independently from any Information received from Evergy, as evidenced by appropriate documentation.
- 8.2. Notwithstanding the foregoing, Information may be disclosed to any governmental, judicial or regulatory authority requiring such Information pursuant to any applicable law, regulation, ruling, or order, provided

that: (a) such Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

- 8.3. DRA may request from Evergy, and Evergy may provide to the DRA, customer-specific data, provided that Evergy's provision of customer-specific data shall solely occur pursuant to an executed Customer Data Authorization.

## **9. Limitation of Evergy's Liability**

Except where due to Evergy's willful misconduct or gross negligence, Evergy shall not be liable for any claims for loss, expense or damage (whether in contract, tort or strict liability) relating to or arising from any act or omission in its performance of this Agreement; provided, further, that IN NO EVENT SHALL EVERGY BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, OR DAMAGES ARISING FROM OR IN CONNECTION WITH THE DRA'S LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUES, IN EACH CASE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER ANY CLAIM FOR SUCH LOSSES OR DAMAGES IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

## **10. Indemnification**

- 10.1. To the fullest extent permitted by law, the DRA shall indemnify, save harmless and defend Evergy and its affiliates, and any directors, officers, agents, members, partners, shareholders, employees and other representatives of each against all claims, liabilities, demands, cost or expense, for loss, damage and injury to persons or property incurred by or threatened against Evergy, in any manner directly or indirectly connected with, or arising out of this Agreement.
- 10.2. The DRA's obligation to indemnify under this Agreement shall survive termination or assignment (from the period of time prior to the assignment) of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

## **11. Assignment and Delegation**

- 11.1. Except as permitted by the terms of this Agreement, neither Party may assign or otherwise transfer this Agreement, nor any of such Party's rights or obligations hereunder, including pursuant to a Change of Control, except with the prior written consent of the other Party, which consent may be withheld in the exercise of such other Party's sole discretion; provided, however, that (a) Evergy may assign its rights and/or delegate its obligations under this Agreement without the DRA's consent (i) to an affiliate or (ii) pursuant to a Change of Control, and (b) the DRA may assign its rights and/or delegate its obligations under this Agreement upon providing at least [fifteen (15)] days' prior written notice to Evergy pursuant to a Change of Control. Any purported assignment or delegation in violation of this Section 11 shall be null and void.
- 11.2. Upon receipt by Evergy of a notice of intent to assign this Agreement by the DRA pursuant to a Change of Control in accordance with Section 11.1(b), Evergy shall have the right to terminate this Agreement at any time prior to the effective date of such assignment by providing written notice to the DRA, which termination shall be effective upon receipt thereof.

- 11.3. This Agreement is binding upon and inures to the benefit of the Parties and each Party's respective successors and permitted assigns.

## **12. Entire Agreement**

This Agreement consists of, in its entirety, this Distribution Utility–Aggregator Agreement and all attachments hereto, and it contains the entire understanding of the Parties with respect to the matters covered hereby. This Agreement supersedes all other service agreements, understandings, statements and representations, written or oral, between the Parties related to the subject matter hereof with the exception of relevant KCC rules and regulations, which shall be read in conjunction with this Agreement.

## **13. Enforceability**

If this Agreement, or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity. This Agreement is solely for the benefit of the Parties and shall not impart any rights or benefits enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

## **14. Notices**

- 14.1. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) email; or (c) U.S. Mail, first class postage pre-paid, with confirmation of receipt, to the Parties as follows:

If the notice is to the DRA:

Company Name  
Contact Name:  
Business Address:  
E-mail address:

If the notice is to Evergy:

Company Name:  
Contact Name:  
Business Address:  
E-mail address:

- 14.2. Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.
- 14.3. Each Party shall designate to each other in writing the person(s) to be contacted with respect to their responsibilities pursuant to this Agreement. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

## **15. Dispute Resolution**

- 15.1. Should Evergy and DRA have an unresolved dispute under this Agreement, the dispute shall initially be referred to senior management of Evergy and an officer of DRA, or designee, for resolution. Should the dispute remain unresolved thirty (30) days after the initiation of good faith informal dispute resolution, the Parties shall proceed under the informal or formal complaint procedures set forth under KCC rules. DRA

consents to and acknowledges KCC shall have jurisdiction over any disputes hereunder and DRA will abide by any KCC orders related to such jurisdiction.

- 15.2. If the dispute involves a request for damages, Parties are notified that the KCC has no authority to award damages. To resolve such issues, the Parties may mutually agree to pursue mediation or arbitration, or, if no agreement is reached, to pursue other legal remedies that may be available to the Parties with the understanding that nothing in this section vitiates the effect of other sections of this Agreement.

## **16. Applicable Law and Venue**

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of Kansas, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the KCC is the initial proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Topeka, Kansas, shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

## **17. Force Majeure**

- 17.1. Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes ("Force Majeure Event"), which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome.
- 17.2. It is agreed that upon receipt by the other Party of notice from the affected Party about such Force Majeure Event within a reasonable time after the cause relied on, then the obligations of the affected Party, so far as they are affected by the Force Majeure Event, shall be suspended during the continuation of such inability so caused but for no longer period. The affected Party shall use commercially reasonable efforts to overcome the Force Majeure Event as soon as reasonably practicable. Both Parties shall take all reasonable steps to comply with this Agreement despite occurrence of a Force Majeure Event; provided, however, that the Party that is not the affected Party shall not be required to perform or resume performance of its obligations to the affected Party corresponding to the obligations of the affected Party excused by the Force Majeure Event until such time and to the extent the affected Party resumes its performance.

## **18. Not a Joint Venture**

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability, or an agency relationship, on or with regard to either Party. Each Party shall be individually liable individually for its own obligations under this Agreement.



## **19. Amendments or Modifications**

- 19.1. The Agreement between Evergy and the DRA and may not be waived, altered, amended or modified, except as provided in this Section 19, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.
- 19.2. The Parties may amend the Agreement to conform to changes directed or necessitated by law or regulation. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, the Parties may elect to terminate this Agreement upon written notice, which shall be effective thirty (30) days upon the receipt thereof. Evergy retains the right to unilaterally file with the KCC, pursuant to the KCC's rules and requirements, an application for a waiver of or change in Evergy's rates, charges, classification, service, or rules, or any agreement relating thereto.

## **20. Audits**

- 20.1. In its sole discretion, Evergy may elect to review the accuracy of data and information provided by the DRA pursuant to this Agreement. In such case, Evergy may request the production of such documents as may be required to verify the accuracy of such data and information. Such documents shall be provided within ten (10) business days of such request. In the event Evergy, upon review of such documents, discovers errors, Evergy may direct that an audit be conducted. Evergy shall designate its own employee representative or a contracted representative to audit the DRA's records subject to confidentiality requirements.
- 20.2. Any such audit shall be undertaken by Evergy, or its contracted representative, at reasonable times without interference with the DRA's business operations, and in compliance with the DRA's security procedures. Evergy and the DRA agree to cooperate fully with any such audit.
- 20.3. Specific records to support the accuracy of the information and data provided may require examination of documentation maintained by subcontractors. The DRA shall include a clause in its agreements with its subcontractors reserving the right to audit records pursuant to this Agreement.
- 20.4. Evergy will notify the DRA in writing of any exception taken as a result of an audit.
- 20.5. This right to audit information or data provided in a report shall extend for a period of three (3) years following the date of the report. The DRA and its subcontractors shall retain all necessary records and documentation for the entire length of this audit period.

## **21. Miscellaneous**

- 21.1. Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; (c) words importing the singular shall include the plural and vice versa, words importing gender shall include all genders or the neuter, and words importing the neuter shall include all genders; and (d) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.
- 21.2. Each Party shall (a) exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

- 21.3. Evergy shall discharge its responsibilities under this Agreement in a neutral, non-discriminatory manner.
- 21.4. The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm, or organization other than a Party or a successor or assignee of a Party to this Agreement.
- 21.5. The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 21.6. Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing signed by the waiving Party.
- 21.7. To the extent that the KCC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements, the Parties shall cooperate with such audits. Nothing in this Agreement shall be construed as an admission by either Party with respect to the right of the KCC to conduct such audits or the scope thereof.
- 21.8. Except as may be provided or limited by this Agreement, the obligations which by their nature are intended to survive termination of this Agreement, including representations, warranties, covenants and rights and obligations with respect to indemnification, payment, settlement, and confidentiality, shall so survive.
- 21.9. Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.
- 21.10. From time to time following the Effective Date, at the request of Evergy and without further consideration, the DRA shall execute and deliver to Evergy such instruments and documents and take such other action (but without incurring any material financial obligation) as Evergy may reasonably request in order to consummate more fully and effectively this Agreement.
- 21.11. This Agreement may be executed in two or more counterparts, and by facsimile and/or electronic transmission, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

SIGNATURE CLAUSE

The signatories hereto represent that they have been appropriately authorized to enter into this Contract on behalf of the party for whom they sign, and they have executed this Agreement on the dates indicated below.

DEMAND RESPONSE AGGREGATOR

NAME OF AUTHORIZED INDIVIDUAL:

SIGNATURE:

TITLE:

MAILING ADDRESS:

TELEPHONE:

DATE EXECUTED:

EVERGY

NAME OF AUTHORIZED INDIVIDUAL:

SIGNATURE:

TITLE:

MAILING ADDRESS:

TELEPHONE:

DATE EXECUTED:



**Schedule 1 Customer Registration and Consent Form**

A Retail Customer requesting Evergy’s consent to participate in the Southwest Power Pool, Inc.’s (“SPP”) Integrated Marketplace or Demand response program(s) through a third-party Demand Response Aggregator (“DRA”) must provide this completed Schedule 1 to Evergy at least thirty (30) days prior to the date the DRA registers the Retail Customer’s load with SPP. Both the Retail Customer and DRA must sign this form.

You may submit the completed form to Evergy by emailing it to [renewables@evergy.com](mailto:renewables@evergy.com). Please contact your Customer Solutions Manager if you have additional questions. You may also contact the Products Team at (316) 299-7426 or [renewables@evergy.com](mailto:renewables@evergy.com).

**Part 1: Customer Information**

Customer Name (As shown on Evergy Account)	
Customer Contact Name/Title	
Contact Email Address	
Contact Phone Number	

**Part 2: DRA Information**

DRA Business Name	
DRA Number (As assigned by Evergy)	
Contact Name/Title	
Email Address	
Phone Number	

**Part 3: Service Accounts<sup>1</sup>**

Service Address	City	Account Number	Meter Number	Demand Response (MW) <sup>2</sup>

1. Additional Service Addresses, Meters, or Accounts can be included by attaching a list to this form.
2. The MW amount noted here should match the MW amount the DRA will seek to register with SPP for the meter.

Check this box if you have attached a list of additional Service Accounts.

**Part 4: Additional Information**

Please provide the following additional information in writing in an attachment to this Schedule 1. If the answer is “none,” please so state.

1. Description of any device to be installed at the Retail Customer Service Address for purposes of managing and tracking the Retail Customer’s participation in the SPP wholesale electricity market (including a description or diagram of the device location relative to Evergy’s retail meters). A single line diagram will normally be sufficient to show device location.
2. Description of any generation resource(s) at the Retail Customer Service Address listed above that will be utilized to support demand response activity (including where possible the make, model, manufacturer, nameplate capacity and a single line diagram showing the resource(s) location relative to Evergy’s retail meters).



**Acknowledgement and Agreement**

By submitting this signed form, the Retail Customer is seeking consent from Evergy to participate in SPP’s Integrated Marketplace or Demand response program(s).

The Retail Customer and DRA acknowledge and agree that:

1. Evergy’s written consent is necessary for a Retail Customer to participate in SPP’s Integrated Marketplace or Demand response program. Evergy will provide to the Retail Customer written notice of its determination regarding such consent by the end of the registration review period provided under SPP rules, with such consent not to be unreasonably withheld or delayed.
2. Participation in SPP wholesale markets with the Retail Customer’s load remains subject to any operational constraints and conditions set forth in the Retail Customer’s relevant tariffs, if applicable, as well as any Interconnection Agreement or other agreement entered into by and between Evergy and the Retail Customer. The Retail Customer acknowledges and agrees that, pursuant to the Distribution Utility–Aggregator Agreement, Evergy may require the DRA to cease or alter its activities for operational or safety reasons. The Retail Customer agrees to take all actions necessary to support the DRA in complying with any such requirements.
3. The Retail Customer may not export energy to the distribution grid unless Evergy has assessed potential impacts to the distribution grid pursuant to Evergy’s current interconnection policies and provided such authorization in writing.
4. The level of Demand Response offered into the SPP wholesale markets using Retail Customer’s load will reflect genuine demand reduction and will comply with SPP rules regarding establishing the Retail Customer’s baseline and measurement and verification.
5. The DRA must provide to the Retail Customer a copy of the Distribution Utility–Aggregator Agreement it has entered with Evergy.
6. If there is any change in the information provided herein the DRA and Retail Customer will notify Evergy as soon as reasonably possible by submitting an updated Schedule 1 reflecting any such changes.

**Customer Signature**

\_\_\_\_\_  
Name (Signature of Authorized Customer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name/Title (Printed)

**DRA Signature**

\_\_\_\_\_  
Name (Signature of Authorized Representative)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Name/Title (Printed)