

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

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**DIRECT TESTIMONY OF**

**BRADLEY D. LUTZ**

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

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**IN THE MATTER OF THE APPLICATION OF EVERGY  
KANSAS METRO, INC., EVERGY KANSAS SOUTH, INC.  
AND EVERGY KANSAS CENTRAL, INC. TO MAKE CERTAIN  
CHANGES IN THEIR CHARGES FOR ELECTRIC SERVICE  
PURSUANT TO K.S.A: 66-117.**

**Docket No. 25-\_\_\_\_\_ - \_\_\_\_\_ -TAR**

**February 11, 2025**

1 **I. INTRODUCTION**

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

3 A: My name is Bradley D. Lutz. My business address is 1200 Main, Kansas City, Missouri  
4 64105.

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

6 A: I am employed by Evergy Metro, Inc. I serve as Director, Regulatory Affairs for Evergy  
7 Metro, Inc. d/b/a Evergy Kansas Metro (“Evergy Kansas Metro” or “EKM”), Evergy  
8 Kansas Central, Inc. and Evergy South, Inc., collectively d/b/a as Evergy Kansas Central  
9 (“Evergy Kansas Central” or “EKC”), Evergy Metro, Inc. d/b/a as Evergy Missouri Metro  
10 (“Evergy Missouri Metro”), and Evergy Missouri West, Inc. d/b/a Evergy Missouri West  
11 (“Evergy Missouri West”), the operating utilities of Evergy, Inc. (“Evergy”).

12 **Q: On whose behalf are you testifying?**

13 A: I am testifying on behalf of Evergy Kansas Central and Evergy Kansas Metro (collectively,  
14 “Evergy” or the “Company”).

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

16 A: My current responsibilities are focused on rates, regulatory operations and customer issues,  
17 providing support and oversight for a wide range of regulatory work including determination  
18 of retail revenues, load analysis, rate design, class cost of service, tariff administration,  
19 compliance reporting, response to customer complaints, docket management system  
20 administration, general tariff administration, and relationship development for the Company’s  
21 regulatory activities in the Kansas and Missouri jurisdictions.

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

2 A: I hold a Master of Business Administration from Northwest Missouri State University and  
3 a Bachelor of Science degree in Engineering Technology from Missouri Western State  
4 University.

5 I joined Evergy, then Kansas City Power & Light, in August 2002 as an Auditor in  
6 the Audit Services Department. I moved to the Company's Regulatory Affairs group in  
7 September 2005 as a Regulatory Analyst where my primary responsibilities included support  
8 of our rate design and class cost of service efforts. I was promoted to Manager in November  
9 2010 and was promoted to my current position in March 2020.

10 Prior to joining Evergy, I was employed by the St. Joseph Frontier Casino for two years  
11 as Information Technology Manager. Prior to St. Joseph Frontier Casino, I was employed by  
12 St. Joseph Light and Power Company for nearly 14 years. I held various technical positions at  
13 St. Joseph Light and Power Company, including Engineering Technician-Distribution,  
14 Automated Mapping/Facilities Management Coordinator, and my final position as Senior  
15 Client Support Specialist-Information Technology.

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

18 A: Yes, I have testified in proceedings before the Commission and the Missouri Public Service  
19 Commission ("MPSC").

1 **Q: What is the purpose of your Direct Testimony?**

2 A: The purpose of my Direct Testimony is to address the mechanics of how the Company's  
3 large customer load strategy, known as the Large Load Power Service ("LLPS") Rate Plan,  
4 will be implemented. As part of my testimony, I sponsor the following:

- 5 • Proposed Schedule LLPS Tariff – This is a new tariff offering for customers with  
6 demand greater than 100 MW. I explain the mechanics of this new tariff, including  
7 eligibility, pricing, the associated Service Agreement, and the terms and conditions.
- 8 • New and Voluntary Riders – I discuss the complementary riders to the LLPS tariff that  
9 will apply either on a mandatory or optional basis for Schedule LLPS customers.
- 10 • New and Voluntary Renewable Energy and Demand Response ("DR") Programs – I  
11 discuss the existing and Company's proposed programs and tariff offerings for  
12 Schedule LLPS customers who wish to procure renewable and/or carbon free energy,  
13 or participate in an interruptible DR program to help support customers' sustainability  
14 goals.
- 15 • Ancillary Tariff Revisions to Support LLPS Rate Plan – I summarize other tariff  
16 changes that will need to be made to support and integrate the Company's LLPS Rate  
17 Plan.
- 18 • Billing Example – I present an illustrative bill for an LLPS customer.
- 19 • LLPS Rate Plan Support – I provide analytical support for the broader system and  
20 customer benefits that the LLPS Rate Plan will deliver, and thus why this plan is  
21 reasonable and in the public interest.

22 **Q: Are you sponsoring any attachments to your testimony?**

23 A: Yes, I sponsor the following attachments, which are identified as Exhibit BDL-1:

- 1 • New Tariffs - Base Tariffs to the LLPS Rate Plan
- 2 ○ Schedule LLPS (Large Load Power Service)
- 3
- 4 • New Tariffs – Complementary Riders to the LLPS Rate Plan
- 5 ○ Schedule SR (System Support Rider)
- 6 ○ Schedule CCR (Customer Capacity Rider)
- 7 ○ Schedule DRLR (Demand Response & Local Generation Rider)
- 8
- 9 • New Tariffs – Renewable/Carbon Free Attribute Procurement Riders Within the
- 10 LLPS Rate Plan
- 11 ○ Schedule CER (Clean Energy Choice Rider)
- 12 ○ Schedule RENEW (Renewable Energy Program Rider)<sup>1</sup>
- 13 ○ Schedule AEC (Alternative Energy Credit Rider)
- 14 ○ Schedule GSR (Green Solution Connections Rider)
- 15
- 16 • Modified Tariffs to accommodate LLPS Rate Plan
- 17 ○ Schedule LPS (Large Power Service)
- 18 ○ Rules and Regulations Section 2 and Section 8

## 19 **II. EVERGY’S LLPS RATE PLAN, LARGE LOAD POWER SERVICE TARIFF**

### 20 **(SCHEDULE LLPS)**

- 21
- 22 **Q: What is the purpose of this section of your Direct Testimony?**
- 23 A: In this section of my Direct Testimony, I walk through the background and strategy behind
- 24 the development of the LLPS Rate Plan, then walk through the more specific mechanics of
- 25 the LLPS tariff. As I explain, Schedule LLPS is intended to complement the Company’s
- 26 existing commercial and industrial (“C&I”) rates, and thus was crafted based off a similar
- 27 general structure as the existing Large Power Service (“LPS”)<sup>2</sup> rate, while adding a number
- 28 of distinct provisions intended to protect non-participants. The LLPS Rate Plan also
- 29 includes a variety of voluntary customer choice options to secure renewable and/or carbon
- 30 free attributes, among other large customer program offerings.

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<sup>1</sup> Schedule RENEW is approved in EKC. Evergy is requesting to establish Schedule RENEW in EKM in this filing.

<sup>2</sup> In the EKC jurisdiction, the LLPS structure is similar to the Industrial and Large Power tariff, Schedule ILP. For the purpose of this testimony, references to “LPS” means both the EKM LPS and EKC ILP rates.

1 **Q: Please summarize the Company’s existing large customer load strategy which**  
2 **resulted in the development of the LLPS Rate Plan presented in this filing.**

3 A: As Company witnesses Mr. Darrin Ives and Mr. Jeff Martin explain, the Company  
4 embarked on a multi-faceted and cross-functional approach to evaluating both the current  
5 national and state landscape with respect to large customer load. As part of this effort, the  
6 Company also assessed its current programs and offerings for large customers. To begin  
7 this effort, the Company’s leadership team set about evaluating the opportunities and  
8 challenges for the system and customers that today’s large load pipeline creates. Evergy  
9 then developed a series of key principles intended to guide its overall large load customer  
10 strategy. These principles include developing a structure that:

- 11 (1) is equitable and fair, with particular consideration and protection given to  
12 existing and non-large load customers;
- 13 (2) promotes economic development and continues to attract large customers to  
14 Kansas;
- 15 (3) is efficient, both for the Company and large customers, and one that is also  
16 transparent and understandable;
- 17 (4) affords large customers choice and flexibility to procure renewable  
18 energy/carbon free attributes and participate in other eligible utility programs;  
19 and,
- 20 (5) treats the power grid as a shared resource, while enabling customers with  
21 aggressive clean energy goals the ability to pay incrementally more to support  
22 those objectives.

23 Once these principles were established, Evergy collaborated with a variety of internal  
24 business units, external stakeholders, and industry experts to craft the Company’s tariff  
25 proposals included in this filing, cumulatively known as the LLPS Rate Plan.

26 **Q: Would you please describe these collaborations in more detail?**

1 A: Certainly. I will describe the aspects that were most closely related to the development of  
2 the LLPS rate plan. Company witness Jeff Martin provides a more complete description  
3 of the various collaborations. With respect to the LLPS Rate Plan, efforts began with  
4 internal teams. Working with representatives of Regulatory, Legal, Accounting, Energy  
5 Resource Management, Energy Solutions, Customer Operations, and Customer Solutions  
6 the Company worked to scope out potential regulatory structures. We then sought insight  
7 from others in the energy industry. Working with Brattle, we evaluated large load efforts  
8 across the country, in order to compare existing/proposed structures with our design plans.  
9 We also worked to specifically focus on large load rate designs or rate-related agreements  
10 approved in other jurisdictions or agreed to by large load customers themselves, looking  
11 for existing or emerging industry practices and to ensure all aspects of large load customer  
12 service were being accounted for in the designs. With this information, we prepared initial  
13 drafts of the LLPS tariff and the associated riders. Versions of these tariffs and riders were  
14 shared, followed by stakeholder meetings with the Staff of the MPSC, Staff of the Kansas  
15 Corporation Commission, the Office of Public Council, the Citizens Utility Ratepayer  
16 Board, and prospective large load customers to discuss the designs. This interaction and  
17 feedback helped us to refine all parts of the LLPS Rate Plan.

18 **Q: Please describe the LLPS Rate Plan.**

19 A: The LLPS Rate Plan centers around a new base rate tariff the Large Load Power Service,  
20 Schedule LLPS tariff. This tariff is complemented with several new riders to accommodate  
21 the unique needs and capabilities of large customers, specifically:

- 22 • System Support Rider, Schedule SR;
- 23 • Customer Capacity Rider, Schedule CCR; and,

- 1           • Demand Response & Local Generation Rider, Schedule DRLR.

2           The LLPS Rate Plan is also designed to offer large customers access to several riders to  
3           procure renewable or carbon-free attributes to meet their corporate sustainability goals.

4           These new riders include:

- 5           • Clean Energy Choice Rider, Schedule CER;  
6           • Green Solution Connections Rider, Schedule GSR;  
7           • Renewable Energy Program Rider, Schedule RENEW<sup>3</sup>; and,  
8           • Alternative Energy Credit Rider, Schedule AEC.

9           Finally, the Company proposes modifications to a number of existing tariffs, riders, and  
10          Company rules and regulations to harmonize the new tariffs and riders included in its LLPS  
11          Rate Plan. It should be noted that Evergy will soon be filing a very similar version of this  
12          LLPS Rate Plan with the MPSC to create a consistent approach for more broadly  
13          addressing large load customers seeking to location within the region.

14       **Q: Please describe the types of customers the LLPS Rate Plan will serve.**

15       A: The Company anticipates that the LLPS Rate Plan, and Schedule LLPS in particular, will  
16          allow the Company to respond appropriately to the influx of new customers considering  
17          locating in Kansas who are significantly larger than any of Evergy’s current large  
18          customers. As Mr. Ives notes, Evergy currently has a pipeline of over 20 customers totaling  
19          more than six gigawatts (“GW”) of new, incremental demand. While a considerable  
20          amount of interest received to date has been from large customers in the data center/data  
21          processing space, the Company has also received interest from other technology and  
22          advanced manufacturing customers. Examples of such customers include battery and

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<sup>3</sup> New only for EKM. Schedule RENEW exists in EKC.



1 microchip manufacturers, industrial manufacturers, and agricultural processing. While  
2 these large customers are beneficial from an economic development perspective, a distinct  
3 electric utility benefit from data center customers specifically is that these large customers  
4 stand to bring significant system value as data centers tend to have exceptionally high load  
5 factors, which can drive benefits for all customers on the Company's grid. I discuss this  
6 in more detail later in my testimony.

7 **Q: When do you anticipate these new large loads in the pipeline to come onto Evergy's**  
8 **system in Kansas?**

9 A: Customers are seeking to locate in Evergy's service territory area now. In the Company's  
10 experience, large customers stand ready now to develop projects quickly with speed to  
11 market a critical concern. In many cases, large customers are prepared to bring greenfield  
12 sites to market in as little as two years, but only if these large customers have confidence  
13 in their utility service provider and its ability to accommodate their electricity needs.  
14 Specifically, the key elements that will help enable large customers to bring their projects  
15 to market quickly include transparency and clarity in the queue process, constructiveness  
16 of the regulatory environment, well designed tariffs, and resource procurement processes  
17 that provide large customers with certainty and clarity that energy and the necessary utility  
18 infrastructure will be available to serve them.

19 **Q: Is the Company ready to accommodate the potential load in its pipeline?**

20 A: Yes and no. Based on experience and practices of bringing large customers on, the  
21 Company has capable personnel and processes to manage the provision of service to new  
22 customers. It also has existing tariffs that establish terms and pricing for C&I customers.  
23 However, it is clear that today's customers and level of growth are distinct from past growth

1 the Company has experienced. The size of this load growth is massive — multiples of  
2 what the Company has previously managed in a given year. More uniquely, many of the  
3 large customers seeking service are highly engaged in their understanding of energy and  
4 utility ratemaking and bring new levels of sophistication and demands to the  
5 interconnection process. Some even maintain their own portfolio of renewable resources  
6 they are already procured to support their comprehensive corporate sustainability goals.  
7 Therefore, the Company cannot rely on past processes to address the advanced needs of  
8 today’s large customers. Leading up to this filing, Evergy spent significant time evaluating  
9 its current approach to large customer load growth, taking into account many facets,  
10 including ratemaking and rate design, tariffs, commercial terms and conditions, customer  
11 relations, generation, distribution, and transmission system planning. The result is the  
12 LLPS Rate Plan proposed in this filing.

13 **Q: Please further elaborate on why the Company developed the LLPS Rate Plan for**  
14 **large load customers over 100 MW.**

15 A: The Company’s existing tariffs and special contract approach were not created with  
16 customers of the size, number, and complexity of today’s large load customers in mind.  
17 Evergy developed the LLPS Rate Plan for customers who are many times larger than  
18 typical “large” customers of just a few years ago. Beyond size, as noted earlier, today’s  
19 large load customers are actively engaged in energy matters. Some large customers own  
20 portfolios of renewable resources, others have established aggressive renewable and  
21 sustainability goals for themselves, and some even actively participate in setting energy  
22 policy at the legislative and regional transmission organization (“RTO”) levels. These large  
23 load customers are highly self-aware of their energy needs and have sustainability goals

1 that relate to their energy supply and service. As the Company monitored approaches  
2 developing across the industry and through direct engagement with a variety of large load  
3 customers, the Company determined that a wholly new tariff, Schedule LLPS, along with  
4 interrelated new riders, would be needed to accommodate the needs of these large load  
5 customers and ensure proper protections are in place for all other customers.

6 **Q: How has the Company historically set pricing for large customers?**

7 A: The Company has historically used special contracts to bring individual large customers to  
8 its Kansas service territory. This approach has been adequate in the past, but can result in  
9 asymmetric terms for customers, requires significant negotiation time to reach a mutually  
10 acceptable result, requires considerable effort for regulatory approval and significant  
11 Company effort to administer and maintain the special contract during the term.

12 The existing special contract approach worked when there was a smaller pipeline  
13 of interested customers. However, with the significant number of new large customers  
14 interested in locating in the state, it has become administratively burdensome and  
15 inefficient to negotiate numerous contracts, especially when today's customers are seeking  
16 so many novel programs and options. The Company also wants to ensure a fair and  
17 uniform process that is broadly applicable to all large load customers, thus promoting  
18 transparency and fairness. Finally, it is important to deploy safeguards and protections that  
19 will avoid undue risk to non-participants and ensure large load customers provide long-  
20 term benefits to the system and state.

21 **Q: Please describe the Company's existing large customer tariffs.**

22 A: The Company's existing large customer tariffs are the EKM Large Power Service tariff  
23 and the EKC Industrial and Large Power Service tariff (collectively, "LPS rates"). These

1 tariffs apply to larger C&I customers.<sup>4</sup> Depending on the jurisdiction, LPS rates have a  
2 three or four-part rate structure, which includes a customer charge, demand charge, energy  
3 charge, and, in the EKM jurisdiction, a facilities charge. The Company proposes that these  
4 LPS rates remain available; however, the Company proposes to limit eligibility to  
5 customers up to the 100 MW load level.

6 **Q: Why did the Company establish 100 MW as the eligibility requirement for Schedule**  
7 **LLPS? How will this practically work for large customers with a load profile that**  
8 **may initially be less than 100 MW?**

9 A: To determine the appropriate size threshold for Schedule LLPS, the Company reviewed the  
10 size and attributes of existing large customers as well as prospective large load customers.  
11 In doing so, Evergy realized that 100 MW appeared to emerge as a reasonable threshold  
12 between its existing and prospective large load customers. The 100 MW threshold will  
13 therefore provide the practical benefit of ensuring any large customers who enroll in  
14 Schedule LLPS are new customers and also limit the need to convert existing customers to  
15 a new tariff. In addition to customer size, this threshold level captures efficiencies and  
16 economies of scale that can be leveraged to create rates that are fair and equitable based on  
17 the unique needs of these large load customers. If a customer seeks service and is  
18 reasonably expected to remain below 100 MW for the next 15-year period, the Company  
19 recommends the customer choose the LPS rates. Later, if the situation changes and the  
20 customer expects to grow above the 100 MW threshold, the Company, relying on Customer  
21 Solutions personnel assigned to support large customers, will work with the customer to  
22 transition them to the Schedule LLPS tariff. The Company will also shepherd the customer

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<sup>4</sup>To qualify for Schedule LPS, a customer must have a minimum demand of 0.2 MW. To qualify for Schedule ILP, a customer must have a minimum demand of 25 MW. These rates do not currently have a maximum limit.

1 through the Path to Power process as needed, which Mr. Jeff Martin discusses in his  
2 testimony. The Company will follow a similar process for working with new customers,  
3 though will likely first start with the Path to Power interconnection process.

4 **Q: Has the Company made any other allowance for existing customers?**

5 A: Yes. Specific provisions have been included in the Availability terms to address existing  
6 large load customers attracted to locate in the state under a specific state program or who  
7 have entered into a special contract with EKC. Access to the Schedule LLPS rate as offered  
8 as an option for those customers.

9 **Q: Please summarize the key features of the Company's proposed Schedule LLPS.**

10 A: Schedule LLPS is intended to complement Evergy's existing C&I tariffs. While Schedule  
11 LLPS follows a similar rate structure to existing LPS tariffs, it adds a number of distinct  
12 terms and conditions intended to protect existing customers, while affording a variety of  
13 customer choice options. Below is a summary of the key features of the Schedule LLPS  
14 tariff:

- 15 • **Availability:** Available to new or expanding customers with a load forecast reasonably  
16 expected to have a maximum monthly demand equal to or above 100 MW, and who  
17 take service at a substation or transmission-level voltage. When a customer meeting  
18 this load expectation requests service, they will define their expected annual capacity  
19 requirements for the term within a formal Service Agreement. This process will help  
20 confirm applicability. A transitional load period, referred to as a ramp period, can be  
21 accommodated for within that term, but is limited to five years.
- 22 • **Term:** Schedule LLPS customers will be required to take service for a term of 15 years.  
23 Service shall remain in effect thereafter unless cancelled, modified, or the customer

1 selects and is qualified to receive service under another applicable Company rate  
2 schedule.

- 3 • **Service Agreement:** Customers enrolled in Schedule LLPS must execute a Service  
4 Agreement that will be used to specify detailed commercial provisions related to their  
5 electric service, including, but not limited to, load characteristics and load ramp,  
6 customer-specific terms, applicable construction cost recovery terms, and other service  
7 details, including definition of pertinent operating procedures. A series of exhibits will  
8 be used within the Service Agreement to document the load forecast for the 15-year  
9 term, the customer-specific pricing terms driven by the Schedule LLPS customer, in  
10 addition to customer-specific terms in the pertinent riders and voluntary programs the  
11 customer is enrolled in. The Company may update these exhibits as needed, and at  
12 least following each rate proceeding to reflect any pricing changes driven by a final  
13 rate case outcome. The Company anticipates making individual Service Agreements  
14 available to the Commission on request, though confidentiality protections may need  
15 to be addressed on a case-by-case basis depending on the terms and conditions of each  
16 Service Agreement and each customer's relevant commercial concerns. I discuss  
17 additional details of the Service Agreement in more detail later in my testimony as well.
- 18 • **Customer Charge:** Schedule LLPS customers will be billed a monthly charge to  
19 recover costs for metering, billing, and customer support. Initially, this charge will  
20 mirror the LPS rate but may be subject to future review or modification as part of a  
21 ratemaking or other appropriate filing.

- 1       • **Grid Charge:** Schedule LLPS customers will be billed a monthly charge established  
2       to recover substation and transmission-related costs. The charge will be based on the  
3       Customer’s highest monthly demand in the last 12 months.
- 4       • **Demand Charge:** LLPS customers will be billed a monthly charge established to  
5       recover production-related costs. The billing demand is the highest demand indicated  
6       in any 15-minute interval measured during the month. Demand pricing levels are  
7       differentiated by season and subject to a minimum demand amount. The minimum  
8       demand ensures that each month, customers will pay for 80 percent of the contract  
9       capacity amount, as defined in the customer Service Agreement.
- 10      • **Energy Charge:** LLPS customers will be billed a monthly charge to recover energy-  
11      related cost based on metered kWh consumed; with pricing levels to vary by season.
- 12      • **Reactive Demand Adjustment:** LLPS customers will be billed a monthly charge to  
13      recover costs associated with managing any reactive demand introduced on the system  
14      by the customer.
- 15      • **Interim Capacity Charge:** This is an optional element of the tariff that provides a  
16      method to recover specific capacity procurements needed to serve a Schedule LLPS  
17      customer prior to fully incorporating their load into an Integrated Resource Plan  
18      (“IRP”). This will be billed as a per kW charge. If the existing system cannot meet a  
19      customer’s load requirements or load timing needs, the Company, after mutual  
20      agreement with the customer, may enter into specific market contracts to provide  
21      interim capacity to the customer. In such case, the Company will charge the customer  
22      an additional demand charge reflecting the cost of this temporary capacity as a direct  
23      pass-through charge to the Schedule LLPS customer. Interim capacity and the related

1 charge will not be utilized for all Schedule LLPS customers. Billing-related details  
2 concerning the Interim Capacity will be documented in the Service Agreement.

3 In addition, Schedule LLPS includes a number of customer protections. These provisions  
4 are intended to help ensure that load deviations, facility closures, or failures of these large  
5 load customers to meet certain terms do not cause undue impacts to other customers. These  
6 provisions are:

- 7 • **Minimum Monthly Bill:** Schedule LLPS customers will be subject to a minimum  
8 monthly bill requirement. Under Schedule LLPS, the minimum monthly bill will be  
9 payment of the non-energy components of the tariff, specifically, the sum of the  
10 Customer Charge, Grid Charge, Demand Charge, and Reactive Demand Adjustment.  
11 Demand elements will be based on the Minimum Demand amounts and the customer  
12 capacity forecast detailed in the Service Agreement.
- 13 • **Early Termination Fee:** If the Customer chooses to terminate service under Schedule  
14 LLPS and no longer be a customer of the Company or seek service under another  
15 available rate schedule prior to the end of their term, they must provide written notice  
16 36 months prior to the requested date of termination or schedule change, and pay an  
17 exit fee equal to their minimum charges over the remaining term or for 12 months,  
18 whichever is greater. If the customer switches to another rate schedule for which they  
19 qualify, they will not be required to pay an exit fee. Should the customer seek to  
20 terminate service with less than 36 months' notice, an additional early termination  
21 penalty equal to the minimum charge multiplied by two for each month less than the  
22 required 36-month required notice will apply. Within the termination language of the  
23 tariff, any interim capacity in place at the time of termination request must be resolved



1 prior to exit. This could be in the form of the Company recovering the remaining costs  
2 of such capacity from the customer or retaining the capacity to serve others if it has a  
3 need, at the Company's discretion.

- 4 • **Collateral Requirements:** In addition to the standard credit terms in the Company's  
5 rules and regulations and any applicable requirements established related to  
6 construction, the Company is proposing additional collateral requirements to ensure the  
7 creditworthiness of new large load customers given the size of their monthly bills and  
8 unique risks associated with such large transactions. Under this provision, the  
9 Company will require the customer to post sufficient collateral to back up these  
10 payments. The Company will require collateral in an amount equal to two years of  
11 minimum monthly bills, as calculated by the Company. The collateral requirement will  
12 be recalculated annually. To enroll, a customer with a credit rating of at least A- from  
13 Standard & Poors and A3 from Moody's, and liquidity greater than 10 times the  
14 collateral requirement will be required to post 50 percent of the Collateral  
15 Requirements, with the 50 percent discount not to exceed \$150 million. A customer  
16 that does not have an A- credit rating from S&P and A3 rating from Moody's, but  
17 maintains liquidity greater than ten times the Collateral Requirement (which can be  
18 shown by providing quarterly financial statements and a third-party certification) will  
19 be exempt from 40 percent of the Collateral Requirements, with the 40 percent discount  
20 not to exceed \$125 million. The collateral requirement must be provided at the time of  
21 the Service Agreement execution and must be a guarantee from the ultimate parent or  
22 a corporate affiliate of the customer for the full collateral requirement, a standby  
23 irrevocable letter of credit for the full collateral requirement, or cash for the full

1 collateral requirement. Any collateral held shall not accrue interest while held by the  
2 Company.

- 3 • **Contract Capacity Reductions:** The Customer may request to reduce the Contract  
4 Capacity during the term, at any time after the first five years of the term by up to 10  
5 percent, in total, by giving the Company at least 36 months written notice prior to the  
6 beginning of the year for which the reduction is sought. The customer may reduce its  
7 Contract Capacity beyond 10 percent at any time after the first five years of the term  
8 by giving the Company at least 36 months written notice prior to the beginning of the  
9 year for which the reduction is sought, subject to payment of a Capacity Reduction Fee.  
10 The Capacity Reduction Fee will be calculated as the nominal value of the remaining  
11 Minimum Charge for the terminated/reduced capacity in excess of the 10 percent  
12 allowed reduction. The Capacity Reduction Fee will be due and payable to the  
13 Company upon the effective date of the capacity reduction. Following receipt of notice,  
14 the Company will use reasonable efforts to mitigate the Capacity Reduction Fee  
15 amount owed by the customer by evaluating the opportunity to re-assign the reduced  
16 capacity.

17 **Q: Will the recovery riders that are applicable to the existing LPS tariff also apply to**  
18 **Schedule LLPS?**

19 **A:** Yes. All jurisdictional recovery riders will apply, such as the Retail Energy Cost  
20 Adjustment, Property Tax Surcharge, Transmission Delivery Charge, Environmental Cost  
21 Recovery Rider, Renewable Energy Program Rider, Energy Efficiency Rider, and Tax  
22 Adjustment. Going forward, should any new riders be implemented to address other needs  
23 or mandates, the Company expects these will apply to Schedule LLPS customers as they

1 would the LPS rates, though may be evaluated on a case-by-case basis as circumstances  
2 warrant.

3 **Q: Under the current special contract approach, after a customer is added, the**  
4 **Transmission Delivery Charge rider is revised to include the new customer before**  
5 **billing under the special contract would start. Will this apply to Schedule LLPS**  
6 **customers as well?**

7 A: Yes. In order to apply the Transmission Delivery Charge (“TDC”) rider correctly,  
8 customer changes must be represented. Our intent is for customers taking service under  
9 Schedule LLPS to pay the TDC rate for the ILP customer class. However, that TDC rate  
10 will need to be updated to reflect the addition of new large customers when they come onto  
11 the system. Thus, the Company would plan to update the TDC rate to reflect the addition  
12 of a new LLPS customer prior to the time the customer begins taking service under  
13 Schedule LLPS.

14 **Q: How did the Company develop the pricing included in Schedule LLPS?**

15 A: The effort began by examining the pricing of the current LPS rates and the associated cost  
16 support provided by the Class Cost of Service (“CCOS”) Studies. Using the current,  
17 Commission-approved pricing and the Company CCOS Studies from the most recent rate  
18 case, the Company priced the large load customers under the existing rates, and it served  
19 to provide a point of alignment for the further rate development. I would summarize the  
20 effort in three steps, (1) establishing a baseline from the current rates, (2) using CCOS to  
21 establish pricing relationships, and (3) designing the final Schedule LLPS pricing. I detail  
22 each later in my testimony.

1 **Q: Before examining these pricing steps, do you consider this a traditional approach to**  
2 **establishing pricing?**

3 A: I would not say that this is necessarily a traditional approach for a few reasons, but one that  
4 is nonetheless sound. In most rate cases, rate pricing is informed by dividing cost  
5 components by annual billing units. In this case, we only have prospective customers and  
6 billing units are therefore not available. The Company has instead established pricing  
7 based on the existing, most similar rate (LPS). Going forward, as customers receive service  
8 under the Schedule LLPS rate, there will be opportunities to affirm and adjust pricing if  
9 cost analysis deems it necessary.

10 **Q: Are you certain that this approach will result in a just and reasonable rate for large**  
11 **load customers?**

12 A: Yes. I am confident that the rate design and rate pricing is just and reasonable.

13 **Q: You mention the first step was to establish a baseline from the current rates. Why is**  
14 **this important?**

15 A: After assessing the current rates, examining industry approaches, and considering our goals  
16 for the LLPS Rate Plan, the Company determined the Schedule LLPS Rate should align  
17 with the current LPS Rates. Alignment serves two purposes. First, it will ensure the pricing  
18 of the initial rate would be an extension of the Company's current, Commission-approved  
19 pricing. And second, this will ensure an appropriate level of revenue recovery from these  
20 new customers. As I noted earlier, since we do not have bill determinants to inform our  
21 rate design, this alignment provides the Company a reasonable starting point for its pricing.

22 **Q: How did the Company develop the baseline pricing?**

1 A: The Company calculated the annual monthly billing for a representative customer under  
 2 the current LPS Rate. The representative customer was assumed to be a 728 MW load at  
 3 85 percent load factor, served at the Transmission Voltage Service, operating at full, annual  
 4 load with no ramp. This annual, monthly billing was used to produce an average price per  
 5 kWh. The Company then calculated another version, using the same customer assumptions  
 6 but operating at 100 percent load factor. The resulting annual, monthly billing was used to  
 7 produce another average price per kWh. This average price represented the best average  
 8 cost that could be provided with the existing rates and became the base rate target for the  
 9 Schedule LLPS design. The following table, Table 1, details the current and best rates  
 10 determined for EKC and EKM.

11 **Table 1**

Company	Rate Schedule	Load Factor	Average Rate (\$ per kWh)
EKC	Schedule ILP	85%	\$ 0.07094
		100%	\$ 0.06604
EKM	Schedule LPS	85%	\$ 0.07570
		100%	\$ 0.07290

12  
 13 **Q: Why was it important to establish this base rate target?**

14 A: If the Company designs its Schedule LLPS rate to be proximate to this base rate target, it  
 15 can reasonably ensure the new Schedule LLPS customers pay a rate that delivers similar  
 16 return to the current LPS rates. In the case of EKM, it was noted that the LPS rate was  
 17 restored in late 2023 as a result of Docket 23-EKCE-775-RTS. In restoring the rate, the  
 18 LPS pricing was set equal to the Company’s LGS pricing. To guide the pricing of the  
 19 Schedule LLPS pricing for EKM, consideration was given to those details and the average  
 20 rate of EKC was considered in the final range used for rate design.

1 **Q: Next, you mention the second step was to use CCOS to establish pricing relationships.**  
2 **Why is this important?**

3 A: After assessing the current rates, examining industry approaches, and considering our goals  
4 for the LLPS Rate Plan, the Company determined the Schedule LLPS rate should be built  
5 using pricing that closely aligns with the cost of service. The Company is aware that its  
6 current LPS Rate pricing does not align well with cost of service. Deviations from cost are  
7 the result of historic rate case outcomes (*via* settlement or Commission orders) and other  
8 policy-related outcomes that were used to manage impacts or achieve specific goals. The  
9 decision to seek better alignment was driven by the expected design features to leverage  
10 interim or customer capacity. By aligning capacity pricing closely with cost, this will  
11 provide a more appropriate structure to support the expected addition of, or substitution of  
12 capacity.

13 **Q: Did the Company produce a new CCOS or rely on an existing CCOS study?**

14 A: The Company chose to rely in existing CCOS studies to inform this work. Having recently  
15 completed rate cases, the available studies were thought to provide a reasonable basis for  
16 this introductory pricing. That said, it was recognized that the Company did not have a  
17 study that helped inform the impact of new large load customer on the cost of service. The  
18 Company took steps to refine the data modeled in the CCOS study, one for EKM and one  
19 for EKC, during its last general rate proceeding and made appropriate adjustments to  
20 include a representative large load customer to examine the effect on the CCOS study  
21 results. This pro forma large load CCOS analysis (the “Large Load CCOS Study”)  
22 included a hypothetical 384 MW non-coincident peak (“NCP”) demand customer receiving  
23 service at the transmission voltage with 90 percent coincidence factor with system peak

1 and a monthly load factor of 85 percent. This is intended to approximate the characteristics  
2 of an existing customer and falls near the middle of the range of loads that have the  
3 potential of deployment within the next few years.

4 **Q: Please explain how this representative customer was incorporated into the Large**  
5 **Load CCOS Study.**

6 A: To develop the Large Load CCOS Study, the Company first took the CCOS study from its  
7 last general rate case (Docket No. 23-EKCE-775-RTS for EKM and Docket No. 25-EKCE-  
8 294-RTS for EKC), then adjusted certain accounts and allocators to reflect the customer  
9 addition. Specifically, the projected NCP of 384 MW was added to the current LPS class's  
10 NCP. Based on the assumed 85 percent load factor, the customer would add approximately  
11 2.9 million megawatt hours (MWh) per year to the LPS class. These assumptions and  
12 Evergy's current LPS tariff pricing were then used to calculate the customer's base rate  
13 revenue additions. Turning to the cost elements of the study, it was assumed that any new  
14 infrastructure required to serve the customer will be paid for by the customer. Based on  
15 this assumption, no infrastructure additions and other correlated costs specifically to serve  
16 the customer have been added to rate base. For Operating Expenses, two separate changes  
17 were made FERC account 555.00 Purchased Power Expense based on assumed changes in  
18 power supply and operating capacity costs. To account for an increase in capacity costs,  
19 the 384 MW were added valued at the system average cost of capacity. To account for fuel  
20 and/or purchased power, the approximately 2.9 million kWh were added at \$0.025 per  
21 kWh. This amount is based on a separate study analyzing the incremental pricing impact  
22 of adding additional large loads in Evergy's jurisdiction.

1 The Company also considered a second CCOS view where it was assumed that Evergy will  
 2 build a new combined cycle gas turbine (“CCGT”) and add 400 MW share to its  
 3 jurisdictional rate base to serve the customer. To account for the new plant in rate base,  
 4 \$629 million was added to FERC account 344. The \$629 million is based on an estimated  
 5 400 MW share of a CCGT. Multiple adjustments to operating expenses have been made  
 6 based on the addition of the CCGT. These include changes to depreciation expense, fixed  
 7 operation and maintenance (“O&M”) expense, variable O&M expense, property insurance  
 8 expense, and property tax expense.

9 **Q: How were the CCOS results used to support the Company’s Schedule LLPS pricing**  
 10 **structure?**

11 A: The Company’s CCOS model includes a view of the class cost data that compiles the unit  
 12 cost for each rate element (the customer, demand, and energy) for each class. The  
 13 following tables, Table 2 for EKC and Table 3 for EKM, contain the key unit costs resulting  
 14 from the initial scenario where the customer is added without generation.

15 Table 2

Base Rate Unit Costs at Present Rates			
Large Power Service Unit Costs	TY Original Values	Including LPS Test Customer	Change
Customer Costs	\$108.74	\$115.27	\$6.54
Excluding Local Facilities	\$92.79	\$97.70	\$4.92
Average Energy Cost per kWh	\$0.00926	\$0.00820	(\$0.00106)
Demand Cost Per Billing kW	\$16.269	\$12.954	(\$3.31)
Production Demand	\$13.575	\$12.265	(\$1.31)
Transmission Demand	\$0.258	\$0.233	(\$0.02)
Distribution Demand Demand	\$2.435	\$0.455	(\$1.98)

16



1

Table 3

Unit Costs at Present Rates			
Large General Service Unit Costs	TY Original Values	Including LGS Test Customer	Change
Customer Costs	\$27.41	\$33.71	\$6.30
Excluding Local Facilities	\$17.04	\$20.35	\$3.31
Average Cost per kWh	\$0.00827	\$0.00625	(\$0.00202)
Demand Cost Per Billing kW	\$12.79	\$10.90	(\$1.90)
Production Demand	\$10.25	\$8.70	(\$1.55)
Transmission Demand	\$0.23	\$0.19	(\$0.03)
Distribution Demand	\$2.32	\$2.00	(\$0.32)

2

1 **Q: And were there similar results produced for the second scenario where generation**  
 2 **was added?**

3 **A:** Yes. The following tables, Table 4 for EKC and Table 5 for EKM, provide the same rate  
 4 elements for the second scenario.

5 Table 4

Unit Costs at Present Rates			
Large Power Service Unit Costs	TY Original Values	Including LPS Test Customer	Change
Customer Costs	\$108.74	\$109.04	\$0.30
Excluding Local Facilities	\$92.79	\$92.83	\$0.04
Average Energy Cost per kWh	\$0.00926	\$0.00804	(\$0.00122)
Demand Cost Per Billing kW	\$16.269	\$13.529	(\$2.74)
Production Demand	\$13.575	\$12.874	(\$0.70)
Transmission Demand	\$0.258	\$0.229	(\$0.03)
Distribution Demand	\$2.435	\$0.426	(\$2.01)

6  
7 Table 5

Unit Costs at Present Rates			
Large General Service Unit Costs	TY Original Values	Including LGS Test Customer	Change
Customer Costs	\$27.41	\$29.42	\$2.01
Excluding Local Facilities	\$17.04	\$18.11	\$1.06
Average Cost per kWh	\$0.00827	\$0.00582	(\$0.00244)
Demand Cost Per Billing kW	\$12.79	\$12.69	(\$0.10)
Production Demand	\$10.25	\$10.52	\$0.27
Transmission Demand	\$0.23	\$0.19	(\$0.04)
Distribution Demand	\$2.32	\$1.98	(\$0.34)

8  
9 **Q: Which values were used to set the rates?**

10 **A:** The Company considered both scenarios in setting the rate and chose a price within the  
 11 range of these results. In the case of EKM, some further consideration was given to the  
 12 age of the CCOS data, so the range was adjusted accordingly.

13 **Q: Does the CCOS study also provide any insight on how the additional large load**  
 14 **customer impacts the other customer classes?**

15 **A:** Yes. The class rate of return is a measure of the returns related to the cost that can provide  
 16 detail into this impact. When at equilibrium, the class rate of return will match the

1 jurisdictional rate of return. Classes producing a rate of return less than the jurisdictional  
2 rate of return are, in effect, subsidized by classes who have rates of return higher than the  
3 jurisdictional rate of return. The rate of return results are examined later in this testimony.

4 **Q: The last step noted was to design the final Schedule LLPS pricing. Did this step rely**  
5 **on any other information?**

6 A: Yes. As with the earlier steps, in our assessment of our current rates, examination of  
7 industry approaches, and our goals for the LLPS Rate Plan, the Company determined that  
8 the Schedule LLPS rate should be a four-part rate design, comprised of a customer charge,  
9 grid charge, demand charge, and an energy charge. This structure provides suitable detail  
10 to the pricing and aligns with structures used in most Evergy, Inc. jurisdictions. The  
11 Company further determined the rate design pricing should be seasonally differentiated.  
12 This is also a common attribute of pricing in the Evergy, Inc. jurisdictions.

13 **Q: Did the Company consider any other pricing structures for the Schedule LLPS rate?**

14 A: Yes. The Company examined similar rates used in the industry as well as approaches being  
15 promoted more locally. We did not find significant variation from the basic designs in our  
16 industry assessment but understand there may be stakeholder interest in time-varying  
17 designs within the Evergy, Inc. jurisdictions. Utilizing a time of use design for energy  
18 pricing was considered, but because we anticipate most customers will seek the Schedule  
19 LLPS rate are high load factor energy users, often in excess of 80 percent load factor, we  
20 don't believe the time of use pricing would offer much benefit.

21 **Q: How did the Company develop the Schedule LLPS pricing?**

22 A: The final pricing was determined by creating a pricing model containing the desired  
23 structure and initial pricing as noted from the CCOS. Using monthly billing determinants

1 for a representative Schedule LLPS customer, the Company produced the expected revenue  
 2 and the resulting average price per kWh. The Company then adjusted the pricing to align  
 3 the Schedule LLPS average price per kWh with the rates calculated under the LPS rate  
 4 schedules. The following table, Table 6, details the proposed pricing for substation voltage  
 5 service.

6 Table 6

Schedule LLPS Initial Monthly Pricing				
Charges	Kansas Central		Kansas Metro	
	Summer	Winter	Summer	Winter
Customer	\$ 356.66	\$ 356.66	\$ 751.02	\$ 751.02
Grid (\$/kW)	\$ 0.229	\$ 0.229	\$ 0.200	\$ 0.200
Demand (\$/kW)	\$ 15.000	\$ 13.000	\$ 15.000	\$ 13.000
Energy (\$/kWh)	\$ 0.00804	\$ 0.00804	\$ 0.01000	\$ 0.01000

7  
 8 **III. COMPLEMENTARY RIDERS TO SCHEDULE LLPS**

9 **Q: Please describe this portion of your testimony.**

10 A: In this section of my Direct Testimony, I elaborate on each of the new tariffs developed as  
 11 part of the LLPS Rate Plan, which are intended to complement Schedule LLPS. These  
 12 complementary riders to Schedule LLPS are available on either on a mandatory or optional  
 13 basis, as summarized below:

Rider	Relationship to Schedule LLPS	Description	Nature of Charge
System Support Rider (Schedule SR)	Mandatory	An additional, non-by passable charge paid by Customers receiving service under Schedule LLPS to ensure appropriate recovery of costs incurred to serve Schedule LLPS customers, and to reflect the acceleration of resource investment required to serve large loads that join the Company's system	\$/kW demand charge

Customer Capacity Rider (Schedule CCR)	Optional	Evergy credits customers for using their existing capacity as SPP-accredited capacity	\$/kW-month bill credit for capacity contribution
Demand Response Generation Rider (Schedule DRLR)	Optional	Customers use their onsite generation to provide demand response services to Evergy	Bill credit based on demand response commitment and performance

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In the remainder of this section, I will discuss each rider in more detail.

**System Support Rider (Schedule SR)**

**Q: What is the System Support Rider (Schedule SR)?**

A: The System Support Rider is a new tariffed charge to customers receiving service under Schedule LLPS. This rider is designed to ensure appropriate recovery of costs incurred to serve Schedule LLPS customers, and to reflect the acceleration of resource investment required to serve large loads that join the Company’s system under Schedule LLPS, as well as other acceleration-related impacts associated operating new resources.

**Q: How will the System Support Rider ensure appropriate recovery of costs incurred to serve Schedule LLPS customers?**

A: The cost recovery component will be calculated based on comparing the Schedule LLPS customer’s estimated rate revenue and estimated revenue prior to applying the Customer Capacity Rider, the Demand Response & Local Generation Rider, and the Clean Energy Choice Rider. Should the Schedule LLPS customer’s estimated revenue fall below the customer’s estimated rate revenue, an amount, expressed in a dollar per kW (\$/kw) charge, will be added to the customer billing through this rider charge. This comparison will be completed annually.

1 **Q: What is the effect of this component?**

2 A: The SR charge will ensure the Schedule LLPS customer's rate is set to recover the cost of  
3 service established in the Schedule LLPS rate design. If a Schedule LLPS customer is  
4 participating in the Customer Capacity Rider or the Demand Response & Local Generation  
5 Rider, they will have other options available to reduce their effective rate as a result of  
6 contributing positively to the shared grid. That said, the SR charge will not be subject to  
7 any otherwise applicable Economic Development Rate discount, as discussed in more  
8 detail by Mr. Jeff Martin.

9 **Q: Is the System Support Rider intended to address any other effect of Schedule LLPS**  
10 **tariff?**

11 A: Yes. The System Support Rider, or, SR charge, is also designed to address the acceleration  
12 of resource investment required to serve large loads.

13 **Q: Why is it important to address this resource acceleration?**

14 A: Generally speaking, the Company strives for customer equity across all rate classes.  
15 However, as I previously explained, today's large load customers have needs and  
16 characteristics that will impact other customers if not addressed. One of the more  
17 significant impacts is an acceleration of load growth, causing the Company to build or  
18 procure additional generation resources to meet the new system load and maintain the  
19 Company's SPP-established reserve margins. Left to existing processes, we expect that  
20 this accelerated investment would increase costs for all customers. To address these cross-  
21 subsidization concerns, we have designed the System Support Rider. Specifically,  
22 Schedule SR will help mitigate potential cross-subsidization by contributing to existing,  
23 and non-Schedule LLPS customers amounts to address acceleration of costs caused by new

1 large loads, such as the accelerated development of new generation projects and increased  
2 transmission congestion that may be attributable to these new large loads.

3 **Q: How does the Company propose to determine this cost acceleration?**

4 A: The Company has established a scenario-based approach where we determine net present  
5 value revenue requirements tied to a representative 700 MW CCGT as a result of  
6 constructing the CCGT 10 years sooner than otherwise would have occurred under normal  
7 planned growth and recovered over a 30-year period to define the cost. In a sense, we are  
8 seeking to isolate a time value of money element of the cost. We identified 10 years as our  
9 timeframe based on a comparison of our normal load growth and the growth we are  
10 expecting with these large load customers. To aid in billing, the SR will be expressed in  
11 the form of a dollars per kW (\$/kW) charge and added to the Schedule LLPS customer's  
12 bill. For this rider, the kW amount used for determining the charge will be the billed KW,  
13 reduced by any capacity provided by the customer through the Customer Capacity Rider,  
14 Schedule CCR. The acceleration component will be calculated and updated as part of each  
15 Company rate proceeding.

16 **Q: Is the System Support Rider designed to recover the cost of a 700 MW CCGT?**

17 A: No. The SR is not a cost recovery rider. There is no total amount that needs to be  
18 recovered. Instead, this rider is established to ensure that Schedule LLPS customers  
19 contribute additional revenue, based on the time-value concept, that reflects revenue that

1 will be attributed to other customers to keep them from bearing the cost of this accelerated  
2 generation investment.

3 **Q: How will the System Support Rider revenue be used to protect other customers?**

4 A: The Company proposes that during a general rate proceeding and as part of the CCOS  
5 study conducted as part of a general rate proceeding, the revenues produced by the SR be  
6 allocated to the non-LLPS classes. This additional revenue contribution will serve to offset  
7 the additional accelerated generation costs expected to flow to those classes. As a result,  
8 these allocated revenues will promote fairness and mitigate the risk of undue cross-  
9 subsidization by non-LLPS customers.

10 **Q: Why did the Company choose to implement these features within a rider instead of**  
11 **incorporating them into the Schedule LLPS tariffed rate?**

12 A: The Company chose a rider approach to keep such costs and revenues separate from base  
13 rates and the normal calculation of any applicable base rate discounts. In turn, this will  
14 promote transparency and fairness.

15 **Q: Is there any way for a Schedule LLPS customer to opt-out or otherwise remove the**  
16 **charge?**

17 A: Yes. After the initial 15-year term of service under Schedule LLPS, customers whose  
18 annual peak demand has not increased by more than five percent in the prior five years  
19 may request to terminate the acceleration component of the SR Rate. However, if, after  
20 removal of the acceleration component, the customer subsequently modifies their  
21 Customer Capacity commitment (as defined under Schedule LLPS by 20 percent or 20  
22 MW, whichever is lower), the acceleration component will be applied for the remainder of  
23 the Schedule LLPS term beginning in the year when this threshold is met. Additionally,



1 should a customer participate in the Customer Capacity Rider, Schedule CCR, and supply  
2 in excess of 80 percent of the capacity required to serve its load, the customer may request  
3 to terminate the acceleration component of this charge for the term of the Schedule CCR  
4 participation, which the Company shall reasonably grant if it does not identify other rate  
5 design concerns with doing so.

### 6 **Customer Capacity Rider (Schedule CCR)**

7 **Q: Please describe the Customer Capacity Rider (“Schedule CCR”).**

8 A: The Customer Capacity Rider is a new, optional rider applicable to Schedule LLPS that is  
9 designed to allow large load customers who own generating resources to contract that  
10 capacity to the Company and have that capacity apply to their service. Under the  
11 Company’s design, all contracting is subject to Company’s capacity need and the  
12 Company’s full discretion, and must be for capacity amounts no less than a monthly  
13 average of 10,000 kilowatts (kW) per year. These controls will ensure the capacity  
14 agreement is beneficial operationally and economically for the Schedule LLPS customer,  
15 all other customers, and the Company.

16 **Q: Why might some large load customers be interested in participating in Schedule**  
17 **CCR?**

18 A: A number of large customers are actively procuring and maintaining portfolios of  
19 renewable generation to support their corporate clean energy goals. Under this use, the  
20 resources are purchased mainly for the green attributes they produce. The energy and  
21 capacity from the renewable generation is often sold into the market. The benefit of this  
22 rider is that it provides interested large customers with a choice to contract that capacity to  
23 the Company help satisfy their load. In a situation where the Company needs to build or

1 acquire capacity, using this existing customer-owned capacity could allow customers to  
2 achieve higher loads faster. We also anticipate that contracting for customer-owned  
3 capacity could be more economic for the Schedule LLPS customer and the Company.

4 **Q: Please explain how the Customer Capacity Rider will function.**

5 A: The key mechanism to the Customer Capacity Rider is that it is a contractual bilateral  
6 agreement between the Company and customer. The contractual bilateral agreement serves  
7 to transfer all rights to the Company and provide provisions that include, but are not limited  
8 to, the capacity amount, the capacity accreditation, capacity price, deliverability terms and  
9 any other term necessary to define the expected capacity to be received. The accredited  
10 capacity amount will be determined by seasonal capacity accreditation (annually for both  
11 summer and winter), as determined by SPP methodology and will be reduced by the  
12 applicable SPP planning reserve margin. The Company anticipates this agreement will be  
13 similar to other capacity agreements commonly executed by the Company. Within the  
14 contract and the contracting process, steps will be taken to ensure the customer's capacity  
15 is deliverable to the appropriate Company load node. The customer will be responsible for  
16 all SPP determined transmission deliverability costs to get the capacity to the Company  
17 load node. Details concerning the amount of capacity contracted, and the negotiated price  
18 will be memorialized in the Schedule LLPS Service Agreement.

19 Within the customer billing, each accredited kW of contracted customer capacity,  
20 reduced by the applicable SPP planning reserve margin, will receive a credit equal to the  
21 price difference between the Schedule LLPS Demand Charge price and the negotiated  
22 pricing in the capacity contract. To ensure the customer delivers the amount of capacity  
23 contracted, an annual reconciliation will be performed to compare the capacity delivered

1 to the contracted amounts. If customers provide less than their full committed capacity,  
2 they will be required to pay a “shortfall penalty” based on a formula set forth in the  
3 Company’s tariff. If the customer’s resource provides more than the committed capacity,  
4 the customer will be compensated for each additional kW at the negotiated price.

5 **Q: Please explain how the Company will calculate the value of the Customer Capacity Rider**  
6 **credit.**

7 A: The credit value will be customer-specific and will be the difference between the tariffed  
8 Demand Charge price and the negotiated price in the capacity contract. The amount of  
9 capacity contracted and the negotiated price will be memorialized in the customer’s Service  
10 Agreement. Customer capacity contracted under this rider will be excluded from the  
11 Company’s Energy Cost Adjustment/Retail Energy Cost Adjustment. The customer  
12 capacity will also be used to reduce the billed demand in applying the System Support  
13 Rider charge.

14 **Q: What happens if the customer terminates service or moves to another Company rate**  
15 **schedule where Schedule CCR is not applicable?**

16 A: If the customer terminates service with the Company or moves to another Company rate  
17 schedule where Schedule CCR is not applicable, the Company and customer will examine  
18 the capacity contract to take the necessary steps to terminate the contract or revise the  
19 contract to allow continued receipt of the capacity by the Company.

#### 20 **Demand Response & Local Generation Rider (Schedule DRLR)**

21 **Q: What is the Demand Response and Local Generation Rider, Schedule DRLR?**

22 A: The Demand Response & Local Generation Rider (“Schedule DRLR”) provides a new  
23 rider option for Schedule LLPS customers to be compensated for using load flexibility or

1 local generation to provide demand response services to the Company when needed. This  
2 option provides customers with the flexibility and optionality of reducing their energy bill  
3 while providing the Company with the system benefits of having demand response  
4 resources that can increase headroom on the Company's system or reduce energy costs for  
5 all customers at times of high demand. Under the tariff, the Company may call demand  
6 response events for a variety of reasons, including to improve system reliability by  
7 reducing customer load during peak and grid condition periods, address resource adequacy,  
8 offset forecasted system peaks that could result in future generation capacity additions,  
9 and/or to reduce costs based on market conditions.

10 **Q: What type of Schedule LLPS customers might be interested in this option?**

11 A: Many large load customers have flexible operations and onsite generation that could be  
12 used to curtail power when there are grid alerts, system outages, or when system capacity  
13 is constrained. With growth in large load customers, they offer the power of scale to  
14 provide hundreds of megawatts of potential demand reduction capacity, that could be used  
15 to support system reliability. Not all large load customers have the tolerance or ability to  
16 interrupt their operations, hence why the Company is proposing this as an optional rate.  
17 For customers whose operations can be interrupted, this provides a win-win in terms of  
18 customer and system value. Evergy has decades of experience with various interruptible  
19 rates and demand response programs within its jurisdictions to that have provided the  
20 ascribed benefits above including validation from third parties.

21 **Q: Are there options within Schedule DRLR that large load customers can choose?**

22 A: Yes. Customers have two options. Under the first option, interruptions for participating  
23 customers will be limited the summer from June 1 to September 30 and the winter from

1 December 1 to March 31, for the hours 6:00 a.m. to 10:00 p.m., Monday through Friday  
2 excluding holidays. Under the second option, a customer can be interrupted at any time.  
3 Customers who enroll in the latter option receive higher compensation. The compensation  
4 rate varies monthly and will be paid per kilowatt of measured demand reduction. All  
5 specific terms and conditions are further dictated by the terms of an individual customer  
6 participation agreement.

7 **Q: How are the compensation rates calculated and applied to large customers?**

8 A: As designed, the Company will use a “calculated baseline load” or “CBL” method to  
9 determine the participant’s estimated hourly load. A CBL is an estimate of a customer’s  
10 hourly or (sub-hourly) usage patterns or load shape during peak hours. CBLs utilize  
11 average load from days prior to demand response events. CBLs use two to 10 qualifying  
12 days when selecting which days are utilized for averaging excluding weekends, holidays  
13 or weather anomalies that may adversely impact the CBL. The baseline is then compared  
14 to actual metered average hourly demand during the curtailment event, which is used to  
15 calculate the hourly kW impact of the event. The Company will then pay the participant  
16 an incentive payment for their level of reduction achieved *via* an on-bill credit.

17 **Q: How is the incentive credit calculated?**

18 A: The Company proposes the incentive credit, referred to in the tariff as the “Reduction  
19 Credit,” be set at a rate of \$54 per kW-year for customers enrolled in the unconstrained  
20 program. For customers enrolled in the constrained program, the Company proposes the  
21 credit be set at a rate of \$43 per kW-year for each kW successfully delivered. The tariff  
22 sets forth the Company’s proposed credit schedules, which is differentiated by month.  
23 Customers will also be subject to a demand response earnings opportunity fee to recover

1 any foregone earnings from demand response realized capacity reduction and an  
2 administrative charge to support the delivery and implementation of the Schedule DRLR  
3 program.

4 **Q: Will the Company provide notice to customers of an event?**

5 A: Yes. The Company will notify customers in advance of a curtailment event. At a minimum,  
6 the Company will notify a customer no less than 10 minutes prior to an event. It should be  
7 noted this minimum is associated with automated alerts made to customer energy control  
8 systems. Typically, the Company expects customers will receive notification two to four  
9 hours in advance on same day curtailments and day ahead notice where possible.

10 **Q: Are there limits on how many events the Company can call?**

11 A: Yes. The minimum number of events that the Company will call is one event per season.  
12 This event could be an actual curtailment or a test. The two curtailment options, the  
13 constrained and unconstrained options, each have monthly availability hours, the  
14 maximum number of hours in which an event can be called in each month. Those  
15 maximum hours are listed in the tariff and will be noted in participant agreements.

16 **Q: Does the Company plan to use a third-party evaluator to monitor the program?**

17 A: Yes. The Company will hire a third-party evaluator to perform evaluation, measurement,  
18 and verification of the participant performance as well as develop SPP accreditation  
19 calculations.

20 **Q: How does Schedule DRLR compare to existing demand response programs for large  
21 customers?**

22 A: Schedule DRLR is similar in structure to existing Kansas Energy Efficiency Investment  
23 Act (“KEEIA”), Commission-approved demand response programs (specifically, Business

1 Demand Response). However, Schedule DRLR differs in the rate code eligibility and  
2 slightly in the incentive rate due to that larger MW scale and event call availability.

3 **Q: If this program is similar, why is the Company proposing this rider?**

4 A: The similarities in tariff design between the existing Business Demand Response program  
5 and Schedule DRLR program are driven by the Company's desire for a consistent approach  
6 toward demand response across all C&I customer classes. The approach is based on a  
7 participant's delivered performance and contributions through demand response to reduce  
8 system peak and support grid reliability. The distinction between these designs is scale  
9 and impact. Large loads present an exponentially greater opportunity to support local and  
10 regional reliability based on their individual capacity contributions. The Company has  
11 crafted Schedule DRLR so to align load availability of participants to the monthly periods  
12 that represent the top percentile of annual system load hours. This approach creates a direct  
13 correlation and opportunity to incentivize customers for their system peak and reliability  
14 contributions, thus benefitting all customers.

15 **IV. RENEWABLE/CARBON-FREE PROGRAMS WITHIN THE LLPS RATE PLAN**

16 **Q: What do you discuss in this portion of your testimony?**

17 A: In this section of my Direct Testimony, I elaborate on the four optional riders developed  
18 as part of the LLPS Rate Plan that will enable large customers to procure renewable/carbon  
19 free attributes from the Company to help meet their corporate sustainability goals. Many  
20 large customers have aggressive corporate clean energy goals and desire energy options  
21 that allow them to influence the energy mix that serves them. These optional riders to  
22 Schedule LLPS are summarized below:

23

Rider	Relationship to Schedule LLPS	Description	Nature of Charge
Renewables Rider (Schedule RENEW)	Optional	Unbundled REC offering that provides attributes from Evergy's local generation fleet or attributes procured on the customer's behalf.	Incremental \$/kWh charge for applicable attributes
Green Solution Connections (Schedule GSR)	Optional	Unbundled REC offering that provides multi-term current and future year renewable attributes from Evergy's IRP resources.	Incremental \$/kWh charge for applicable attributes
Alternative Energy Credits (Schedule AEC)	Optional	Unbundled AEC offering that provides carbon free attributes from Evergy's Wolf Creek nuclear facility.	Incremental \$/kWh charge for applicable attributes
Clean Energy Choice Rider (Schedule CER)	Optional	Option to provide customers with a means to influence Evergy's integrated resource plan for clean resource generation	\$/kW demand charge for incremental resource(s)

1

2 **Q: Does the Company have existing renewable program offerings where customers can**  
3 **procure renewable attributes?**

4 A: Yes. Evergy offers the Direct Renewable Participation Service (Schedule DRPS) in EKC  
5 and the Renewable Energy Rider (Schedule RER) in EKM. These two tariffs have similar  
6 designs and provide customers with the option to subscribe to fixed, long-term agreements  
7 that support renewable energy acquisitions that serve Evergy's territory. As part of the  
8 tariffs, participating customers also receive the associated renewable attributes associated  
9 with their subscription. The Company expects that Schedule LLPS customers may find  
10 value in those programs and may participate in either program based on the jurisdiction  
11 they are located in. Additionally, as I discuss below, the Company offers the Renewable  
12 Energy Program Rider (Schedule RENEW) in its EKC jurisdiction and is requesting that  
13 this program be expanded to the EKM jurisdiction.



1 **Q: Why is it important for Evergy to provide more options for customers to secure**  
2 **renewable attributes or consider options to secure carbon free attributes for its**  
3 **customers?**

4 A: It was important for Evergy to consider the changing large load and general C&I  
5 customer’s carbon free needs in the development of these options to meet the largest of its  
6 customers’ needs but also realizing that no one program design may meet all customers’  
7 needs. Renewable energy certificates (“RECs”)<sup>5</sup> are sought by large C&I customers, but  
8 to varying degrees. Some large customers prefer a simple historical REC option that is  
9 unbundled, meaning that the energy has been disassociated with the REC. Schedule  
10 RENEW is an example of an unbundled REC program. Businesses can buy unbundled  
11 RECs in one area of the country and apply them to their energy usage in another area of  
12 the country, making it difficult to assess the environmental impact. Alternatively,  
13 businesses may seek a bundled REC where the RECs are sold together with the physical  
14 electricity and part of the same contract where the energy and REC price is fixed for a  
15 determined period. Schedules DRPS and RER are examples of bundled REC programs.  
16 Bundled RECs are most often associated with a purchased power agreement (“PPA”).  
17 RECs can also be obtained directly from the electric provider, which provides for a closer  
18 matching of a business’ energy use with the production of a given renewable resource. If  
19 customers are unable to receive the energy that is associated with a renewable asset, they  
20 then seek generation resources that deliver the renewable energy or carbon-free energy  
21 (“CFE”) to the same balancing authority in which their facility is located. Typically, a

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<sup>5</sup> A REC is a market-based instrument that represents the property rights to the environmental, social, and other non-power attributes of renewable electricity generation. RECs are issued when one megawatt-hour (“MWh”) of electricity is generated and delivered to the electricity grid from a renewable energy resource. *U.S. Environmental Protection Agency* (2024), <https://www.epa.gov/green-power-markets/renewable-energy-certificates-recs#one>.

1 bundled REC is more expensive than an unbundled REC. Here, Evergy prioritized that it  
2 would develop new programs that would be additive to its existing renewable customer  
3 solutions programs with an eye toward what elements may not be fully solutioned now,  
4 and what will be considered for future program offerings. In the following section of my  
5 testimony, I describe the four new programs to secure renewable/carbon free energy that  
6 Evergy is proposing as part of the LLPS Rate Plan.

7 **Renewable Energy Program Rider (Schedule RENEW)**

8 **Q: Please explain the Renewable Energy Program Rider being proposed by the Company.**

9 A: The Renewable Energy Program Rider (“Schedule RENEW”) is an existing program that  
10 has been in place for years within the Company’s EKC territory. Currently, about 21,000  
11 EKC customers participate in the program. Schedule RENEW provides customers the  
12 option to purchase unbundled RECs at a fixed price that is adjusted annually. The program  
13 has been working effectively, and the Company therefore decided to expand this program  
14 to its EKM territory customers as part of the LLPS Rate Plan.

15 **Q: What does Schedule RENEW offer to customers?**

16 A: Under this program, the Company agrees to generate, purchase energy from renewable  
17 sources, or purchase RECs in an amount at least equal to the amount contracted for by  
18 participants enrolled in Schedule RENEW. Participants may subscribe up to 100 percent  
19 of their annual energy usage. During the initial sign up, the Customer will designate their  
20 desired subscription percentage in increments of 10 percent. Pricing for the RECs is  
21 defined in the tariff and are subject to annual price updates to reflect market values of the  
22 RECs. RECs are retired by the Company on behalf of the customer.

1 **Q: Is the Company simply proposing to adopt EKC’s Schedule RENEW for EKM?**

2 A: Yes. The Company is not proposing any modifications to EKC Schedule Renew program  
3 as part of this filing.

4 **Q: How does the Company treat Schedule RENEW program revenues from a ratemaking  
5 perspective?**

6 A: Revenues collected from the sale of the historical renewable attributes through Schedule  
7 RENEW offset fuel costs in the associated resource’s jurisdictional energy cost adjustment  
8 (“ECA”) for the benefit of all respective jurisdictional customers. Evergy proposes the  
9 same revenue treatment for its proposed Schedule RENEW in EKM.

10 **Green Solution Connections Rider (Schedule GSR)**

11 **Q: Please explain the Green Solution Connections Rider being proposed by the Company.**

12 A: The Green Solution Connection Rider (“Schedule GSR”) is a voluntary subscription-based  
13 program for C&I customers that will offer eligible customers the opportunity to subscribe  
14 to future renewable energy attributes associated with new Company-owned wind and/or  
15 solar generation acquired as a result of the Company’s IRP process, but which are not  
16 needed to meet the Company’s compliance obligations. Under this program, customers  
17 may subscribe to forward-looking renewable energy attributes for a term of 10 or 15 years  
18 based on the associated resource. Revenues collected from the sale of those attributes will  
19 offset fuel costs in the associated resource’s jurisdictional ECA for the benefit of all  
20 respective jurisdictional customers.

21 **Q: Who will be eligible for this program?**

22 A: The Green Solution Connections Program will be available to all non-residential  
23 customers, including Schedule LLPS customers, with an average monthly peak demand

1 greater than 200 kW. Subject to Company approval, customers that have an aggregate peak  
2 demand of at least 2.5 MW based upon peak annual demand and an average of 200 kW or  
3 greater per account are eligible. Additionally, Governmental or Municipal accounts are  
4 eligible to aggregate their separate accounts to participate, which is an important distinction  
5 I discuss later in my testimony. The program is not restricted but is limited to the REC  
6 available from the respective renewable resource.

7 **Q: Please describe the design of Schedule GSR.**

8 A: This program is designed to leverage newly constructed renewable resources, giving  
9 subscribers access to RECs that represent additional and regional renewable generation.  
10 An eligible C&I customer will subscribe to Schedule GSR and will pay monthly for the  
11 cost of renewable attributes generated from the resource at a specified annual price per  
12 kilowatt-hour based on the customer's subscribed amount for a fixed term. A customer  
13 may subscribe to the percentage of the renewable asset output (kW) needed to match up to  
14 100 percent (in single percentages) of the customer's eligible annual usage to align with  
15 the renewable asset's estimated annual generation.

16 **Q: Please discuss the pricing strategy for the renewable attributes offered through**  
17 **Schedule GSR.**

18 A: Fundamentally, Evergy is seeking Commission approval to sell the future renewable  
19 attributes tied to future renewable energy generated from renewable assets that it is seeking  
20 approval to build as part of its IRP. Evergy currently sells historical, unbundled RECs  
21 from its existing renewable generation, ensuring first that all requirements for tariffs,  
22 mandatory and voluntary renewable portfolio standards are met prior to consideration of  
23 selling. The Company sells these historical renewable attributes to customers, separate

1 from their retail energy service, referred to as unbundled RECs. The sale of historical,  
2 unbundled RECs is credited against the respective asset's jurisdictional ECA.

3 Evergy is proposing a 10-year and 15-year contract term option for the GSR  
4 Program, with Commission approval to sell the future renewable attributes at a known, or  
5 fixed price, over a specific period of time.

6 **Q: Does a market exist to support this pricing?**

7 A: No. While there is an established market for the sale of unbundled RECs, the longest term  
8 available in the Green-E/Voluntary North American REC market for National GE  
9 Wind/Solar is a five-year term. To adequately price the forward renewable attributes and  
10 overcome this limitation, Evergy developed a pricing strategy for the GSR Program that  
11 considers two main elements. First, the Company generally understands that C&I  
12 customers prefer long-term, fixed-price certainty. Therefore, the GSR Program provides  
13 participating customers the option of choosing a 10-year or 15-year agreement. This is an  
14 inherent value to C&I customers for long-term price certainty but also comes with risk that  
15 Evergy must consider and reflect in its pricing strategy. Second, we anticipate that C&I  
16 customers will place a higher value on the renewable attributes generated from these assets  
17 given that these are: (1) new, carbon-free resources; (2) the solar assets deliver CFE to the  
18 same balancing authority that Evergy's Kansas customers are located; and, (3) that the  
19 Program will retire the renewable attributes on the GSR Program participant's behalf.  
20 These three elements formulate the basis for the Program pricing strategy.

21 **Q: Based on this strategy, how is the pricing developed?**

1 A: Evergy developed a pricing approach that sets that basis for forward pricing. The pricing  
2 includes the ask price, asset backed premium, market-risk premium, and administrative  
3 charge, as summarized below:

- 4 • Ask price or basis for unbundled market value:
  - 5 ○ For the near-term, Evergy will rely upon the Green-E/Voluntary National  
6 GE Wind/Solar “ask price” as the basis of the unbundled market value for  
7 the renewable attributes (e.g., a forward market “ask price” is provided  
8 through 2029)
  - 9 ○ For the mid-term, Evergy will rely upon the Electric Reliability Council  
10 of Texas (“ERCOT”) Texas GE Wind market (e.g., a forward market “ask  
11 price” is provided through 2031)
  - 12 ○ Evergy will extrapolate pricing for the remainder of the contract length  
13 (10 or 15 years)
- 14 • Asset-backed premium – this reflects the higher value of the renewable  
15 attributes from the specific IRP-related renewable assets: new, carbon-free  
16 resources that deliver CFE to the same balancing authority that Kansas  
17 customers are located.
  - 18 ○ For years 1-5, the asset-backed premium is 50 percent of the market ask  
19 price; and,
  - 20 ○ For Years 6-15, the asset-backed premium is 25 percent of the market  
21 ask price given that more renewables are expected to be available, and  
22 the premium is likely to lessen.

- 1           • Market-risk premium – this will account for pricing variability over the  
2           duration of the subscriber’s term
- 3           ○ Beginning in year 5 of the term, Evergy will apply a premium on 10  
4           percent of the market ask for Years 6-15.
- 5           • Administration cost – this will reflect the costs of tracking, reporting and  
6           retiring renewable attributes on a subscriber’s behalf
- 7           ○ The administration cost will apply annually for Years 1-15 and escalate  
8           at two percent.

9           Evergy proposes to reverse the forward pricing curve so that subscribers pay a higher up-  
10          front cost in the early years to reflect the long-term financial hedge.

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

13 A: Yes. Evergy has had significant discussions with the Department of Defense (“DOD”),  
14 understanding the requirements of Executive Order 14057,<sup>6</sup> and how it applied to other  
15 governmental agencies, such as the National Nuclear Security Administration (“NNSA”).  
16 The DOD has significant load in the Kansas service territory. While Executive Order  
17 14057 was rescinded on January 20, 2025, understanding DOD’s requirements and  
18 limitations was a priority while it was in effect. From these discussions, Evergy learned  
19 that 40 U.S. Code § 501 limits public utility contracts to 10 years. Therefore, it was

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<sup>6</sup> Exec. Order No. 14057, 86 Fed. Reg. 70935 (Dec. 8, 2021) <https://www.federalregister.gov/documents/2021/12/13/2021-27114/catalyzing-clean-energy-industries-and-jobs-through-federal-sustainability>. This Executive Order affirms that it is the policy of the United States that “the Federal Government [] lead[s] by example in order to achieve a carbon pollution-free electricity sector by 2035 and net-zero emissions economy-wide by no later than 2050. Through a whole-of-government approach, [the United States] will demonstrate how innovation and environmental stewardship can protect our planet, safeguard Federal investments against the effects of climate change, respond to the needs of all of America's communities, and expand American technologies, industries, and jobs.” *Id.* at Sec. 101.

1 important to construct an agreement that could meet the needs of the federal government  
2 to meet their goals, but also provide an opportunity for customers who would want longer,  
3 price certain renewable attributes.

4 **Q: Please summarize the benefits of the GSR Program to subscribers.**

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

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

17 A: The sale of these future attributes will provide known benefits over the term of the customer  
18 agreements. Revenue collected from subscribing customers for the renewable attributes in  
19 this phase will be treated for the benefit of all customers where that resource is planned to  
20 meet customer's generation needs.

21 **Q: You refer to "phase" in the prior response - does the Company anticipate more phases  
22 of this Program?**

23 A: Yes. This program complements renewable projects within the IRP very well by providing



1 a product that our large customers are requesting. It will also provide benefits to all  
2 customers in the jurisdiction where the renewable resource is being developed. However,  
3 just because an IRP may add a renewable resource in the future, it does not automatically  
4 dedicate its renewable attributes to this program. The Company will evaluate plans to  
5 expand the program to include additional phases of the program in future predetermination  
6 filings for renewables, which will also be dependent on the needs of our large customers.  
7 If the Company deems that the renewable attributes of a resource are not needed for  
8 compliance and that it would like to expand the program, at that time, the Company may  
9 seek approval from the Commission to update the pricing for forward renewable attributes  
10 associated with those planned IRP renewable assets.

11 **Q: Will the subscriber pay for these renewable attributes through their retail bill?**

12 A: No. The Company is proposing that subscribing customers be invoiced “off-bill” and *via*  
13 a separate commercial contract for the program. The approach is used in other transactions  
14 involving unbundled REC purchases from Evergy. Subscribers in the GSR Program will  
15 be invoiced monthly for the portion of the energy generated based on their subscription  
16 times the GSR rate for the corresponding year that the energy was generated. Because the  
17 renewable attributes are discretionary purchases by the customer, the Company has opted  
18 to provide a separate invoice to participants to keep the customer’s electric bill void of  
19 extra costs unrelated to the provision of electric service.

20 **Q: How does the Company propose to treat program revenues from a ratemaking**  
21 **perspective?**

22 A: Schedule GSR includes the process that the Company will undertake to allow Evergy’s  
23 Kansas customers to subscribe to the renewable attributes and how revenue collected from

1 EKC or EKM subscribing customers for the renewable attributes will be treated for the  
2 benefit of all customers where that resource is planned to meet customer's generation  
3 needs. Revenue collected from the Program will be treated for the benefit of all  
4 jurisdictional customers by crediting those revenues to the RECA/ECA.

### 5 **Alternative Energy Credits (Schedule AEC)**

6 **Q: Please explain the Alternative Energy Credits Rider the Company is proposing.**

7 A: The Alternative Energy Credit Program ("Schedule AEC") is a new, voluntary tariff that  
8 will provide all C&I customers, including Schedule LLPS customers, access to carbon free  
9 attributes, referred to as Alternative Energy Credits ("AECs"), related to energy produced  
10 from the Company's Wolf Creek nuclear generation plant. The tariff allows C&I  
11 customers the ability to include these carbon-free credits, also referred to as zero emission  
12 credits, in their own clean energy portfolios to support their sustainability needs and  
13 decarbonization goals. As part of this program and because the registries used by the  
14 Company do not yet manage these credits, the Company will track AECs based on output  
15 of the Wolf Creek Nuclear Generating Station and each year will retain a third party to  
16 independently certify the attributes.

17 **Q: How do interested customers subscribe?**

18 A: Similar to the other program designs, customers will enter into a Participation Agreement  
19 and designate a subscription level in single percentage increments, up to 100 percent of the  
20 customer's annual usage at the time the Participation Agreement is executed by the  
21 customer and identify a term of one, three, or five years. The Company will require the  
22 customer be in good standing to participate in this program. Specifically, if the Subscriber

1 has received a disconnection notice within 12 months preceding its submission of a  
2 Participation Agreement, they will be unable to subscribe.

3 **Q: How are the pricing terms established for Schedule AEC?**

4 A: The pricing terms are established using a method similar to Schedule GSR. The Company  
5 has developed a baseline price from other emissions free energy credits (specifically RECs)  
6 and used that to develop a rate for AECs, including a minimal administrative charge for  
7 validating and retiring the AECs on the customer's behalf. The final pricing will be  
8 dependent on the term of the agreement. The following table, Table 7, details the  
9 Company's proposed pricing.

10 **Table 7**

AEC Rate Pricing			
Designated Resource	One Year Agreement Term	Three Year Agreement Term	Five Year Agreement Term
Wolf Creek	\$0.00866 per kWh	\$0.00827 per kWh	\$0.00788 per kWh

11  
12 **Q: Are there any other limits to participation?**

13 A: Currently, the only resource designated for this program is the Wolf Creek Nuclear  
14 Generating Station. Should the AECs associated with this facility be insufficient to meet  
15 the sum of the annual subscriptions during a calendar year, the Company will refund each  
16 subscriber an amount equal to the AEC Rate multiplied by the difference between the  
17 subscriber's annual subscription and the subscriber's pro rata annual share of the alternative  
18 energy subscribed generation.

1 **Q: How does the Company propose to treat program revenues from a ratemaking**  
2 **perspective?**

3 A: Revenue collected from the program will be treated for the benefit of all jurisdictional  
4 customers by crediting those revenues to the RECA/ECA.

5 **Clean Energy Choice Rider (Schedule CER)**

6 **Q: What is the Clean Energy Choice Rider?**

7 A: Some large load customers have corporate sustainability or decarbonization goals that seek  
8 not only to ensure that the energy they consume meets their energy goals, but also to  
9 influence the overall renewable or carbon-free energy generation supply portfolio that  
10 serves the jurisdiction(s) where they choose to locate. The Company’s Schedule CER is a  
11 new rider designed to facilitate this interest by providing a means for LLPS customers to  
12 sponsor and accelerate new clean energy acquisitions through the Company’s IRP process.  
13 If a Company Preferred Plan is modified as requested (referred to as a “Clean Energy  
14 Preferred Resource Plan”), the requesting customer will fund the incremental costs  
15 associated with that portfolio and the acceleration costs associated with that plan. The  
16 requesting customer will also have the renewable/carbon-free attributes associated with the  
17 modification retired on their behalf.

18 The Company developed this voluntary program based on feedback and  
19 engagement with prospective large load customers and their interest in having: (1) utility-  
20 scale generation options that support new, incremental clean energy resource acquisitions  
21 on the Company’s system; (2) a process by which the requesting customer can request  
22 and pay for the incremental costs of specific clean energy resources, which are developed

1 and/or owned by the utility; and, (3) a process that enables the requesting customer to claim  
2 the attributes associated with the modification.

3 **Q: Please explain the mechanics of the Clean Energy Choice Rider.**

4 A: The CER Rider is designed to interact with the Company's IRP process. As the Company  
5 performs its triennial formal resource planning, it establishes a Preferred Resource Plan.  
6 This plan is designed to represent the Company's preferred resource deployment, based on  
7 lowest cost and alignment with Company goals and state and federal law and regulatory  
8 requirements. Schedule CER provides the opportunity for one or more eligible customers  
9 to notify the Company of its interest in sponsoring modifications to the Company's  
10 Preferred Resource Plan. The Company will engage with the requesting customer to  
11 understand the customer's desired clean resource modifications, will study the alternative  
12 resource scenarios, and may then develop a Clean Energy Preferred Resource Plan. In  
13 doing so, the Company will provide the requesting customer(s) an indicative cost for the  
14 desired clean resource modifications. Should the requesting customer request multiple  
15 clean resource modifications, the Company may model some or all of them, at its  
16 discretion. The Company will ensure that any Clean Energy Preferred Resource Plan meets  
17 the Company's requirements to provide safe, reliable, and efficient service for all  
18 customers.

19 The requesting customer shall indicate their support for the Clean Energy Preferred  
20 Resource Plan and execute an agreement detailing that support and willingness to pay all  
21 actual costs associated with the associated cost differential. The resulting Clean Energy  
22 Preferred Resource Plan will be submitted to the Commission as part of the Company's

1 IRP process and will be subject to Commission review, and any other appropriate  
2 Commission/stakeholder review processes, such as predetermination filing(s).

3 **Q: Could you provide an example of a resource for which a requesting customer may**  
4 **advocate?**

5 A: Yes. The Company's Preferred Portfolio could identify construction of one or more natural  
6 gas resources. A large customer may prefer to deploy a renewable resource combined with  
7 battery storage in lieu of the natural gas resource(s).

8 **Q: Presuming the Clean Energy Preferred Resource Plan is found to be compliant with**  
9 **the IRP process, what occurs next?**

10 A: The Company will follow good utility practice to execute its Clean Energy Preferred  
11 Resource Plan, and also obtain any and all required Commission approvals such as  
12 predetermination filings, necessary to facilitate a Clean Energy Preferred Resource Plan.

13 **Q: How will the differential in cost between the Preferred Plan and a Clean Energy**  
14 **Preferred Resource Plan calculated and recovered?**

15 A: As cost estimates are developed and following the determination of the final cost of the  
16 clean resource development that resulted in the Clean Energy Preferred Resource Plan, the  
17 cost differential will be updated to reflect actual costs. An installment payment price will  
18 be calculated, inclusive of any contribution in aid of construction taxes, and paid by the  
19 requesting customer over a term that is no greater than the expected life of the clean energy  
20 resource selected in the Clean Energy Preferred Resource Plan. The Company will bill the  
21 requesting customer on its monthly bill until payment of the cost differential is complete.  
22 It is important to note that Company's EDR may not be applied against the charge.

1 **Q: What will occur with respect to the renewable attributes associated with any**  
2 **renewable resources procured as part of a Clean Energy Preferred Resource Plan**  
3 **approved under the Clean Energy Choice Rider?**

4 A: The Company will retire the renewable attributes on behalf of the customer, up to an  
5 amount equal to the requesting customer's annual energy usage.

6 **Q: Will the Company entertain requests from multiple customers for consideration in a**  
7 **single resource plan?**

8 A: Yes. Multiple requests may be modeled to the extent they are mutually compatible within  
9 the plan and ensure the Company's ability to provide safe, reliable, and efficient service  
10 for all customers. In such a scenario, the cost differential for the Clean Energy Preferred  
11 Plan will be shared among the requesting customers based on factors such as requesting  
12 customer load share, cost impacts of requested clean resource technologies, or other factors  
13 that will be evaluated by the Company. Concerning the renewable attributes, these will be  
14 allocated to the requesting customers on the equivalent basis as the cost differential, as  
15 applicable.

16 **Q: What will occur if a Schedule LLPS customer chooses to terminate service or seek**  
17 **service under a rate where the Schedule CER Rider is not available?**

18 A: Should a requesting customer terminate its service at any point after the Company has  
19 gained approval for a Clean Energy Preferred Resource Plan specific to the requesting  
20 customer and before the cost differential of the Clean Energy Preferred Resource Plan, or  
21 allocated portion, has been fully paid, the requesting customer shall be required to pay the  
22 outstanding cost differential as a single payment. The customer agreement will capture  
23 these commercial obligations.





1 needed steps to help customers select the appropriate rates that fit their facility.

- 2 • Section 8, Line Extension Policy for both Kansas Metro and Kansas Central will  
3 be expanded, specifically to clarify that this policy is not applicable to the extension  
4 of substation or transmission voltage facilities and that all costs other than Network  
5 Upgrades required from SPP, are payable by the requesting customer. These terms  
6 will ensure large customers requesting line extensions are responsible for all costs  
7 associated with any dedicated facilities.
- 8 • Kansas Metro Energy Cost Adjustment, Schedule ECA and Kansas Central Retail  
9 Energy Cost Adjustment, Schedule RECA will be revised to exclude costs related  
10 to customer-specific capacity elements occurring to provide service to Schedule  
11 LLPS Customers. Specifically, costs associated with any interim capacity procured  
12 to supply customers enrolled in Schedule LLPS and the Customer Capacity Rider  
13 will be excluded from the ECA/RECA:

14 **Q: Will any of these tariff changes require coordination with the general rate proceeding**  
15 **recently file for EKC?**

16 **A:** Yes. The Kansas Central Retail Energy Cost Adjustment, Schedule RECA and the Kansas  
17 Central Schedule ILP are both before the Commission in that docket. Presuming this  
18 docket is resolved before Docket 25-EKCE-294-RTS, the Company requests the ability to  
19 integrate changes approved here within the compliance tariffs prepared for Docket 25-  
20 EKCE-294-RTS.

## 21 VI. ILLUSTRATIVE LARGE CUSTOMER BILLS

22 **Q: Has the Company considered how the components of the LLPS Rate Plan will interact**  
23 **to provide service to a Schedule LLPS customer?**

1 A: Yes. In preparing this filing, the Company has drawn from its considerable experience  
2 with supporting customers and have added key elements that have been learned over the  
3 past few years in supporting large customers, including existing and prospective large load  
4 customers. Among other things, Schedule LLPS was largely designed to align with and  
5 expand on the Company's existing LPS Rate structure. The Company then established a  
6 design and approach that helps ensure the large load customer makes a positive  
7 contribution to cost of service, mitigating cost impacts and attempting to provide benefit  
8 to all stakeholders. Finally, the Schedule LLPS tariff is complemented with a selection of  
9 customer-centric options to help large load customers achieve their energy goals.

10 **Q: Could you share what an illustrative bill looks like for a Schedule LLPS customer?**

11 A: The following figures show how an illustrative Schedule LPS and Schedule LLPS  
12 customer bill would look for a hypothetical customer. For this example, I have used the  
13 Evergy Kansas Metro bill print format. Similar presentations, adjusted for the bill print  
14 structures, would be expected for the Evergy Kansas Central bill. The first example, Figure  
15 1, is for a hypothetical Schedule LPS customer.

**Illustrative Bill Example – Current Schedule LPS**

**Billing Details - service from 04/11/2024 to 05/13/2024**

Customer Chg .....	\$102.86
Facilities Chg 258.9300 kW at \$2.979 per kW ...	\$771.35
Demand Chg 206.8200 kW at \$5.598 per kW ...	\$1,157.78
Energy Chg On Pk Win 13,338.1350 kWh at \$0.04146 per kWh .....	\$553.00
Energy Chg Off Pk Win 81,185.1300 kWh at \$0.03538 per kWh .....	\$2,872.33
ECA Chg 04-12-2024-04-30-2024 for 56,123.1886 kWh at \$0.02105 per kWh .....	\$1,181.39
ECA Chg 05-01-2024-05-13-2024 for 38,400.0764 kWh at \$0.01999 per kWh .....	\$767.62
EER Chg 04-12-2024-05-13-2024 for 94,523.2650 kWh at \$0.00004 per kWh .....	\$3.78
PTS Chg 04-12-2024-05-13-2024 for 94,523.2650 kWh at \$0.00228 per kWh .....	\$215.51
TDC Chg 04-12-2024-04-30-2024 for 206.8200 kW at \$2.51004 per kW .....	\$308.23
TDC Chg 05-01-2024-05-13-2024 for 206.8200 kW at \$2.46781 per kW .....	<u>\$207.35</u>
Subtotal .....	\$8,141.20
City Franchise Fee .....	\$428.47
Kansas State Sales Tax @ 6.5% .....	\$523.52
County Sales Tax @ 1.475% .....	\$118.80
City Sales Tax @ 1.5% .....	\$120.81
Current Charges .....	\$9,332.80

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Figure 1

The next example, Figure 2, is an illustrative example of a Schedule LLPS bill. This example assumes the customer needs interim capacity associated with their service. Also, the rate pricing, taxes, and totals would be likely different to reflect the Schedule LLPS pricing. This was left unchanged from the Schedule LPS to reduce less relevant edits and for ease of understanding.

**Illustrative Bill Example – Proposed Schedule LLPS**

**Billing Details - service from 04/11/2024 to 05/13/2024**

Customer Chg .....	\$102.86
Facilities Chg 258.9300 kW at \$2.979 per kW ...	\$771.35
Demand Chg 206.8200 kW at \$5.598 per kW ...	\$1,157.78
<b>Interim Demand xxkW at \$x.xxx per kW.....</b>	<b>\$x,xxx.xx</b>
Energy Chg Off Pk Win 81,185.1300 kWh at \$0.03538 per kWh .....	\$2,872.33
ECA Chg 04-12-2024-04-30-2024 for 56,123.1886 kWh at \$0.02105 per kWh .....	\$1,181.39
ECA Chg 05-01-2024-05-13-2024 for 38,400.0764 kWh at \$0.01999 per kWh .....	\$767.62
EER Chg 04-12-2024-05-13-2024 for 94,523.2650 kWh at \$0.00004 per kWh .....	\$3.78
PTS Chg 04-12-2024-05-13-2024 for 94,523.2650 kWh at \$0.00228 per kWh .....	\$215.51
TDC Chg 04-12-2024-04-30-2024 for 206.8200 kW at \$2.51004 per kW .....	\$308.23
TDC Chg 05-01-2024-05-13-2024 for 206.8200 kW at \$2.46781 per kW .....	\$207.35
<b>SSR Chg 05-01-2024-05-13-2024 for xxx.xxx kW at \$xx.xxx per kW .....</b>	<b><u>\$x,xxx.xx</u></b>
Subtotal .....	\$8,141.20
City Franchise Fee .....	\$428.47
Kansas State Sales Tax @ 6.5% .....	\$523.52
County Sales Tax @ 1.475% .....	\$118.80
City Sales Tax @ 1.5% .....	\$120.81
Current Charges .....	\$9,332.80

Figure 2

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3 Finally, the next example, Figure 3, reflects a hypothetical Schedule LLPS  
4 customer who chooses to participate in a number of the programs offered in the LLPS Rate  
5 Plan. Specifically, this example adds the Customer Capacity Rider, Alternate Energy  
6 Credit Rider, and the Clean Energy Choice Rider. Conceptually, as customers select  
7 various riders within the plan, the customer bill would expand to reflect the participation.

**Illustrative Bill Example – Proposed Schedule LLPS  
with expanded Rider application**

**Billing Details - service from 04/11/2024 to 05/13/2024**

Customer Chg .....	\$102.86
Facilities Chg 258.9300 kW at \$2.979 per kW ...	\$771.35
Demand Chg 206.8200 kW at \$5.598 per kW ...	\$1,157.78
<b>Interim Demand xxkW at \$x.xxx per kW.....</b>	<b>\$x,xxx.xx</b>
<b>CCR Credit xxxx.xxxx kW at \$xx.xxx per kW .</b>	<b>\$x,xxx.xx</b>
Energy Chg Off Pk Win 81,185.1300 kWh at \$0.03538 per kWh .....	\$2,872.33
ECA Chg 04-12-2024-04-30-2024 for 56,123.1886 kWh at \$0.02105 per kWh .....	\$1,181.39
ECA Chg 05-01-2024-05-13-2024 for 38,400.0764 kWh at \$0.01999 per kWh .....	\$767.62
EER Chg 04-12-2024-05-13-2024 for 94,523.2650 kWh at \$0.00004 per kWh .....	\$3.78
PTS Chg 04-12-2024-05-13-2024 for 94,523.2650 kWh at \$0.00228 per kWh .....	\$215.51
TDC Chg 04-12-2024-04-30-2024 for 206.8200 kW at \$2.51004 per kW .....	\$308.23
TDC Chg 05-01-2024-05-13-2024 for 206.8200 kW at \$2.46781 per kW .....	\$207.35
<b>SSR Chg 05-01-2024-05-13-2024 for xxx.xxx kW at \$xx.xxx per kW .....</b>	<b>\$x,xxx.xx</b>
<b>AEC Chg 05-01-2024-05-13-2024 for xxx.xxx kWh at \$xx.xxx per kWh .....</b>	<b>\$x,xxx.xx</b>
<b>CER Chg</b>	
<b>Installment Payment at \$x,xxx.xx .....</b>	<b><u>\$x,xxx.xx</u></b>
Subtotal .....	\$8,141.20
City Franchise Fee .....	\$428.47
Kansas State Sales Tax @ 6.5% .....	\$523.52
County Sales Tax @ 1.475% .....	\$118.80
City Sales Tax @ 1.5% .....	\$120.81
Current Charges .....	\$9,332.80

Figure 3

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**Q: Can you provide more detail about the role of the Schedule LLPS Service Agreement?**

A: Yes. A Service Agreement is common to utility business. In Everyg’s case, the Service Agreement is identified in the Company’s Rules & Regulation. Its purpose is to define the interaction between the Company and the customer and addressing non-rate terms and conditions, but normally is not executed in contract form. With customers under the Schedule LLPS tariff, the Company plans to use the Service Agreement to clearly link service under the new rate with the requirements of the Rules & Regulations while adding

1 additional terms to address operational conditions unique to the respective customer and to  
 2 memorialize customer specific pricing. The Service Agreement will be used to specify  
 3 certain provisions of their electric service, including, but not limited to, load characteristics,  
 4 customer-specific terms, applicable construction cost recovery terms, and other service  
 5 details, including defined operating procedures. One of the key operational aspects  
 6 detailed in the Service Agreement is the customer’s contract capacity. As discussed earlier  
 7 in my testimony, the purpose of the contract capacity is to define the customer’s annual  
 8 peak load forecast. This information will be used by the Company to support its resource  
 9 planning efforts and to support billing under Schedule LLPS. The example, Figure 4,  
 10 illustrates what the Contract Capacity portion forecast may look like. Note that the exact  
 11 exhibit/attachment numbering and format may be subject to modification.

**EXHIBIT A**  
**Contract Capacity**  
 (with Load Ramp within first five years of initial term, if applicable)

Date	Annual Peak Load (kW)
Year 1: XXXX	
Year 2: XXXX	
Year 3: XXXX	
Year 4: XXXX	
Year 5: XXXX	
Year 6: XXXX	
Year 7: XXXX	
Year 8: XXXX	
Year 9: XXXX	
Year 10: XXXX	
Year 11: XXXX	
Year 12: XXXX	
Year 13: XXXX	
Year 14: XXXX	
Year 15: XXXX	

12  
 13 Figure 4

1 **Q: How will the Service Agreement be used to document customer-specific pricing?**

2 A: Given the variety of optional rates and program offerings available to an LLPS customer,  
 3 the elements included on a given customer’s bill will inherently vary from customer to  
 4 customer. Further, the pricing within these elements is also unique from customer to  
 5 customer. To address this variability, the Company proposes to use a dedicated exhibit  
 6 within the Service Agreement to document the pricing for each. An illustrative example,  
 7 Figure 5, shows what the pricing portion of the Service Agreement is expected to look like.  
 8 This version includes sections to accommodate the Interim Capacity provision of the  
 9 Schedule LLPS rate, commitments from the Customer Capacity Rider, and terms from the  
 10 Clean Energy Choice Rider. Note that the exact exhibit/attachment numbering and format  
 11 may be subject to modification.

**EXHIBIT D**  
**Summary of Customer-Specific Pricing**

Interim Capacity					
Description	Summer Amount (kW)	Winter Amount (kW)	Summer Price	Winter Price	Term
Customer Capacity Rider					
Description	Summer Amount (kW)	Winter Amount (kW)	Summer Price	Winter Price	Term
Clean Energy Choice Rider					
Description			Modified Plan Cost		Term
System Support Rider – Cost Recovery Component					
Description			Component Value (\$ per kW)		Date
Other					

Figure 5

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14 **Q: How will the Company keep the Commission aware of these terms?**

15 A: As I mentioned at the outset of my testimony, the Company anticipates making individual  
 16 Service Agreements available to the Commission on request, though confidentiality

1 protections may need to be addressed on a case-by-case basis depending on the terms and  
2 conditions of each Service Agreement and each customer's relevant commercial concerns.

3 **Q: The Company's proposed tariffs contemplate a number of other customer**  
4 **agreements. How would these agreements interact?**

5 A: The LLPS Rate Plan will rely on a variety of contracts and agreements that are designed to  
6 complement the various LLPS Rate Plan tariffs, while ensuring there is opportunity to  
7 address unique needs and considerations of each customer and that the Company maintains  
8 commercial remedies against a customer in the event of breach. Below is a summary of  
9 some of the topics that will likely be covered by separate agreement:

- 10 • Construction & Planning – these agreements are at the earliest stages of customer  
11 interaction and generally align with the Path to Power processes, which include  
12 interactions with the SPP and construction activities.
- 13 • Capacity – these agreements are in the form of bilateral contracts or other market-level  
14 contracts typically used by the Company's marketing and origination functions. The  
15 interim capacity provision within Schedule LLPS and the Customer Capacity Rider  
16 agreement are examples.
- 17 • Participation Agreements – these are customer agreements used to set terms for  
18 participating in an optional program or rider. These agreements are common to other  
19 existing Company programs for energy efficiency and demand response. All the  
20 renewable riders in the LLPS Rate Plan will have a related participation agreement.  
21 With respect to the Clean Energy Choice Rider, given the relatively long period of time  
22 associated execution of the IRP planning process, the agreement will be especially  
23 important to define commitments by the customer and Company.



- 1 • Billing – the Service Agreement and the illustrative Exhibit D (Figure 5) I discussed  
2 earlier will be useful in centralizing the key terms from the various agreements and  
3 used to support billing.

4 The Company expects, consistent with many of its current practices and  
5 obligations, to execute these contracts and administer them going forward. Customers, at  
6 the time of their signature and as agreements are amended, will receive copies for their use.  
7 These agreements will be available within rate cases or other Commission proceedings to  
8 inform and support steps taken in performing the commitments of the tariff and riders and  
9 then execution of the related customer billing.

10 **VII. LARGE LOAD CUSTOMER BENEFITS**

11 **Q: Please summarize the benefits of adding large load customers to the Company's**  
12 **system.**

13 A: So long as there are appropriate risk parameters set, adding new large load customers will  
14 be beneficial to all customers and the State of Kansas. While Company witnesses Ives and  
15 Martin discuss the economic development benefits, there will be ratemaking benefits as  
16 well. Notably, the ratemaking construct is firmly based on energy sales. As additional  
17 customers are added to the system and our retail customer load, this will increase the  
18 amount of energy consumed, enabling the Company to spread the fixed costs of utility  
19 service across more kilowatt-hours, in turn reducing the average costs for all customers.  
20 The key to making this successful is adding customers at an average or above the average  
21 cost to serve. This benefit is reinforced due to the nature of the large load energy  
22 consumption. Most large load customers tend to be high load factor customers, meaning  
23 their energy consumption is more stable relative to their peak demand. Data center end

1 users, for example, often have load factors of 80 to 95 percent, which is well above the  
2 typical customer load factor.

3 **Q: Has the Company attempted to model any of these benefits?**

4 A: Yes. The CCOS model is one way to show this effect. Using the same CCOS models  
5 described earlier to support the base rate pricing, the Company explored the effect on all  
6 customer classes, this time focusing on the class Rates of Return. The class Rate of Return  
7 is a measure of the class Net Operating Income as a percentage of the class Total Rate  
8 Base. In traditional rate design, comparing the class Rates of Return will help identify  
9 classes that are producing more revenue or less revenue as compared to each other class's  
10 share of allocated costs or the jurisdiction as a whole. The goal of ratemaking is to have  
11 all classes show a positive Rate of Return, equal to the jurisdictional Rate of Return.

12 Recalling the process I described earlier, the Company included a representative  
13 large load customer<sup>7</sup> into the Company CCOS study from its most recent rate case in this  
14 jurisdiction, Docket No. 23-EKCE-775-RTS. This customer addition adds revenue, based  
15 on the current LPS rates and adds Purchased Power Capacity and Purchased Power Energy  
16 to align with the new load. The Company also modeled additional details to represent  
17 execution of the LLPS Rate Plan. Specifically,

- 18 • The addition of a 400 MW Combined Cycle Gas Turbine (“CCGT”) to test the class  
19 impacts with added plant investment.
- 20 • Estimated revenues produced by the acceleration component of the System Support  
21 Rider and allocated to other classes. To ensure alignment, these revenues were  
22 allocated to offset ECA/RECA costs.

---

<sup>7</sup> The representative customer has a projected NCP of 384 MW with an 85 percent load factor. The representative customer will add approximately 2.9 million megawatt hours (MWh) per year to the current class.

1 Within the Kansas jurisdictions, the Company cannot consider customer benefits without  
 2 considering the impact on the Energy Cost Adjustment/Retail Energy Cost Adjustment.  
 3 Given that significant costs are recovered through that rider, the effect of a new  
 4 hypothetical LLPS customer should be examined as well. In its modeling, the Company  
 5 approximated the impact of this added load and added investment into an estimate of the  
 6 ECA/RECA: The following tables, Table 8 and Table 9 will show the collection results in  
 7 all scenarios for EKC and EKM respectively. The ECA/RECA are expressed as \$ per  
 8 MWh.

9 Table 8

Class	Rates of Return at Present Rates				
	Test Year Original Values	No Generation Investment		With CCGT Investment	
		Including LPS Test Customer	Change	Including LPS Test Customer	Change
Residential Total	2.19%	2.91%	0.73%	2.16%	-0.03%
Residential DG	3.39%	3.97%	0.58%	3.55%	0.16%
Small General Service Total	9.43%	10.78%	1.35%	9.18%	-0.25%
Medium General Service Total	11.65%	13.46%	1.81%	11.39%	-0.26%
Large General Service Total	11.45%	13.59%	2.14%	11.36%	-0.09%
Large Power Service Total	6.94%	12.65%	5.71%	10.16%	3.21%
Educational Services Total	2.56%	3.61%	1.05%	2.56%	0.00%
Restricted Time of Day Service	0.69%	1.42%	0.73%	0.67%	-0.01%
Special Contracts	-1.41%	1.45%	2.86%	0.39%	1.80%
Interruptible Contract Service	18.68%	20.60%	1.92%	18.46%	-0.22%
Large Tire Manufacturer	14.28%	16.13%	1.85%	13.23%	-1.05%
EV Total	-13.90%	-13.75%	0.16%	-13.36%	0.54%
Lighting Total	20.03%	20.44%	0.41%	19.82%	-0.21%
<b>KS Retail</b>	<b>5.43%</b>	<b>6.90%</b>	<b>1.47%</b>	<b>5.68%</b>	<b>0.25%</b>
<b>Change in RECA</b>					
RECA	\$21.475	\$22.378	\$0.903	\$20.061	(\$1.414)

10 Table 9

Class	Rates of Return at Present Rates				
	Test Year Original Values	No Generation Investment		With CCGT Investment	
		Including LGS Test Customer	Change	Including LGS Test Customer	Change
Residential Total	3.58%	6.92%	3.34%	4.27%	0.69%
Residential DG Total	9.17%	12.46%	3.30%	10.43%	1.26%
Small General Service Total	13.11%	18.39%	5.28%	13.75%	0.64%
Medium General Service Total	12.07%	18.31%	6.23%	12.92%	0.84%
Large General Service Total	10.69%	16.75%	6.06%	11.67%	0.98%
EV Total	-10.44%	-10.34%	0.10%	-10.01%	0.43%
Lighting Total	11.67%	14.12%	2.44%	12.34%	0.67%
<b>KS Metro Retail</b>	<b>6.67%</b>	<b>11.84%</b>	<b>5.17%</b>	<b>8.10%</b>	<b>1.44%</b>
<b>Change in ECA</b>					
ECA	\$18.86	\$21.98	\$3.12	\$16.46	(\$2.40)

1 Comparing the class Rates of Return relative to the Test Year Original Values in this  
2 example shows that under the Schedule LLPS approach, specifically with the LLPS rate  
3 priced at a similar level to the current LPS rates and combined with the System Support  
4 Rider, will provide benefit in nearly all scenarios examined. Starting with EKC, Table 8,  
5 under the no generation scenario, the rate of return increases as all costs to serve the  
6 Customer pass through the RECA adjustment. Under the CCGT addition scenario, the rate  
7 of return still increases, but at a smaller rate as the addition of the CCGT plant increases  
8 the EKC rate base. The projected RECA increases under the no generation scenario, which  
9 is offset by the greater increase in the class rates of return. In contrast, in the CCGT addition  
10 scenario, the projected RECA decreases due to the projected capacity costs being captured  
11 in rate base instead of the RECA:

12 Turning to EKM, Table 9, the potential addition of the customer benefits the EKM  
13 system and its corresponding ratepayers in both the no generation scenario and the CCGT  
14 addition scenario. Under the no generation scenario, the rate of return increases  
15 significantly as all costs to serve the customer pass through the ECA adjustment. Under the  
16 CCGT addition scenario, the rate of return still increases, but at a smaller rate as the  
17 addition of the CCGT plant increases the EKM rate base. The projected ECA increases  
18 under the no generation scenario, which is offset by the greater increase in the class rates  
19 of return. In contrast, in the CCGT addition scenario, the projected ECA decreases due to  
20 the projected capacity costs being captured in rate base instead of the ECA.

21 **Q: In other words, does the Company's CCOS modeling reflect that Schedule LLPS will**  
22 **support a positive or neutral impact on all customers from a ratemaking perspective?**

23 **A:** Yes. The CCOS modeling shows that all customers should benefit or be held harmless

1 form a ratemaking perspective as new Schedule LLPS customers are added. Expressed  
2 another way, the effects of adding a large load customer, with or without added generation,  
3 produce benefit under the proposed LLPS rate design, through the addition of high load  
4 factor load through comparably priced rates and supplemented by the additional revenue  
5 produced by the System Support Rider and allocated to the other classes.

6 **Q: Are there other benefits to adding these large load customers?**

7 A: Yes. Traditional economic development benefits exist for these large load customers.  
8 Company witnesses Ives and Martin explain and support the benefits that can be achieved  
9 by a region by adding these customers.

#### 10 **VIII. CONCLUSION**

11 **Q: Please summarize your testimony.**

12 A: The Company has conducted a thorough and diligent process to develop tariffs and rate  
13 design approaches that will attract and retain large customers, while protecting non-  
14 participants from undue risk, and in turn driving economic development in the State of  
15 Kansas. The proposed LLPS Rate Plan starts with the new Schedule LLPS tariff, the core  
16 component of the LLPS Rate Plan. Applicable to customers with loads greater than 100  
17 MW, the Schedule LLPS tariff lays out a pricing structure combined with key protections  
18 such as minimum bills, exit fees and collateral requirements. The design also incorporates  
19 provisions for interim capacity and contract capacity adjustments, features that should  
20 improve flexibility for customers, facilitate speed-to-market, and avoid potential undue  
21 cross-subsidization. The Schedule LLPS design leverages a written Service Agreement to  
22 provide further operational clarity and to memorialize customer specific pricing. When  
23 linked to the mandatory System Support Rider, Schedule SR, the rate design is reinforced

1 with measures to account for accelerated generation investment and potential cost  
2 subsidization.

3 The various riders and renewable programs that compliment Schedule LLPS are a  
4 collection of solutions to meet the unique needs of today's large load customers. These  
5 programs are tailored to feedback from large load customers, including providing key  
6 accommodations to help reduce their energy costs and a variety of clean and renewable  
7 energy options. Specifically, the Customer Capacity Rider and the Demand Response &  
8 Local Generation Rider offer a means to control capacity costs and leverage resources  
9 owned by the large load customer. The renewable riders, specifically the Renewable  
10 Energy Program Rider, Alternative Energy Credit Rider, Green Solution Connections  
11 Rider, Direct Renewable Participation Service, and Renewable Energy Rider provide a  
12 range of bundled and unbundled solutions to help achieve a given customer's renewable  
13 and carbon-free energy goals. The Clean Energy Choice Rider goes beyond these programs  
14 and establishes a way for large load customers to actively influence the sustainability of  
15 the energy grid within the areas the large load customers choose to operate.

16 Finally, the LLPS Rate Plan requires numerous revisions to other tariffs to  
17 incorporate the Rate Plan into the Company's current tariffs. These revisions include  
18 modifications to the existing Evergy Kansas Metro Schedule LPS and Evergy Kansas  
19 Central Schedule ILP tariffs, additions to the Company's Rules & Regulations, and edits to  
20 the Evergy Kansas Metro Energy Cost Adjustment, Schedule ECA and Evergy Kansas  
21 Central Retail Energy Cost Adjustment, Schedule RECA.

1 **Q: What is your recommendation to the Commission?**

2 A: I recommend the Commission accept and approve the LLPS Rate Plan and its components  
3 in full. If approved, this comprehensive solution will position the Company well to address  
4 the unique opportunity offered by large load customers and ensure the maximum benefit  
5 for all stakeholders.

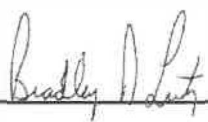
6 **Q: Does this conclude your testimony?**

7 A: Yes.


STATE OF KANSAS                    )  
  ) ss:  
COUNTY OF SHAWNEE            )

**VERIFICATION**

Bradley D. Lutz, being duly sworn upon his oath deposes and states that he is the Director Regulatory Affairs, for Every 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.

  
\_\_\_\_\_  
Bradley D. Lutz

Subscribed and sworn to before me this 11th day of February, 2025.

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

My Appointment Expires:  
May 30, 2026





Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_

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

Sheet 1 of 6 Sheets

**LARGE LOAD POWER SERVICE**

**AVAILABILITY**

For electric service through one meter to a customer using electric service for purposes other than those included in the availability provisions of the Residential Service Rate Schedule. At the Company's discretion, service may be provided through more than one meter where it is economical or preferred for the Company to do so.

Service is available under this schedule to the following types of customers based on voltage level:

Substation voltage customer - Service is taken directly out of a distribution substation at primary voltage. The customer will own the feeder circuits out of this substation.

Transmission voltage customer - The customer owns, leases, or otherwise bears financial responsibility for the distribution substation. Normally, service is taken off the Company's transmission system.

**APPLICABILITY**

Service under this schedule is required for a new or expanded facility beginning service after [effective date] with a Peak Load forecast reasonably expected to be equal to or in excess of a Monthly Maximum Demand of one hundred thousand (100,000) kilowatts any time during the Term. Existing Customers, as of [effective date], whose Monthly Maximum Demand is reasonably expected to reach or exceed one hundred thousand (100,000) kilowatts in a given calendar year shall be required to take electric service under this schedule. Customers locating in the state as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced manufacturing, aerospace, distribution, logistics, and transportation, food and agriculture; or professional and technical services have the option to choose to receive service under this schedule or, upon reaching an agreement with Evergy Kansas Central, to enter into a special contract with Evergy Kansas Central for the provision of electric service that is approved by the Commission under its applicable standards.

**TERM**

Service Agreements under this schedule shall be for a period of fifteen (15) years, commencing on the date when permanent service is received. This term may include a transitional load period (ramp period) of no more than five (5) years.

Issued \_\_\_\_\_  
Month Day Year

Effective \_\_\_\_\_  
Month Day Year

By \_\_\_\_\_  
Darrin Ives, Vice President

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_

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

Sheet 2 of 6 Sheets

**LARGE LOAD POWER SERVICE**

The Service Agreement term shall remain in effect thereafter unless cancelled, modified pursuant to the terms hereunder, or the customer selects and is qualified to receive service under another applicable Company rate schedule.

**RATE**

A. CUSTOMER CHARGE (per month):	\$356.66		
B. GRID CHARGE			
Per kW of Grid Demand per month-Substation	\$0.229		
Per kW of Grid Demand per month-Trans.	\$0.144		
C. DEMAND CHARGE:			
Per kW of Billing Demand per month	Summer Season	Winter Season	
All kW	\$15.00	\$13.00	
D. ENERGY CHARGE:			
All kWh:	Summer Season	Winter Season	
	\$0.00804	\$0.00804	

**DETERMINATION OF DEMANDS**

Demand shall be determined by demand instruments or, at the Company's option, by demand tests.

Monthly Maximum Demand: The Monthly Maximum Demand is defined as the highest demand indicated in any 15-minute interval during the month on all meters.

Grid Demand: Grid Demand shall be equal to the highest Monthly Maximum Demand occurring in the last twelve (12) months including the current month.

Minimum Demand: Minimum Demand shall be 80% of the annual Contract Capacity.

Billing Demand: Billing Demand shall be the higher of: (a) the Monthly Maximum Demand in the current month or (b) the Minimum Demand.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 3

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_

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

Sheet 3 of 6 Sheets

**LARGE LOAD POWER SERVICE**

**INTERIM CAPACITY**

If the Customer's load cannot be served by the Company's existing system capabilities the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the Customer until sufficient system capacity may be supplied by the Company. The Customer and the Company must mutually agree on the terms for the interim capacity. The Customer shall be subject to an additional demand charge calculated according to these terms.

**REACTIVE DEMAND ADJUSTMENT**

Company may determine the customer's monthly maximum 15-minute reactive demand in kilovars. In each month a charge of \$0.99294 per month shall be made for each kilovar by which such maximum reactive demand is greater than fifty percent (50%) of the customer's Monthly Maximum Demand (kW) in that month. The maximum reactive demand in kilovars shall be computed similarly to the Monthly Maximum Demand as defined in the Determination of Demands section.

**CONTRACT CAPACITY**

The Service Agreement shall include provisions for the Customer's Contract Capacity requirement. The Contract Capacity shall be the annual peak load requirement, specified by the Customer, for the term of the Service Agreement. The Contract Capacity shall include any ramp load preceding the steady-state Contract Capacity.

Prior to expiration of the Service Agreement, the Customer must provide, and the Company agree to a Contract Capacity for the subsequent Service Agreement term.

The Customer may request to reduce the Contract Capacity during the term, at any time after the first five (5) years of the term by up to 20%, in total, by giving the Company at least 36 months written notice prior to the beginning of the year for which the reduction is sought. The Customer may reduce its contract capacity beyond 20% at any time after the first five years of the term by giving the Company at least 36 months written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a capacity reduction fee. The capacity reduction fee shall be calculated as the nominal value of the remaining Minimum Charge for the terminated/reduced capacity in excess of the 20% allowed reduction. The capacity reduction fee shall be due and payable to the Company upon the effective date of the capacity reduction.

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**LARGE LOAD POWER SERVICE**

Following receipt of proper notice, the Company will use reasonable efforts, consistent with its obligations as a public utility, to mitigate the capacity reduction fee amount owed by the Customer by evaluating the opportunity to assign the reduced capacity to serve other new Customers, to expand service to existing Customers, or otherwise secure offsetting expected revenues.

**MINIMUM MONTHLY BILL**

The Minimum Monthly Bill shall be equal to the sum of the Customer Charge, Grid Charge, Demand Charge, and Reactive Demand Adjustment.

**SUMMER AND WINTER SEASONS**

For determination of seasonal periods, the four (4) summer months shall be defined as the four (4) calendar months of June through September. The eight (8) winter months shall be defined as the eight (8) calendar months of October through May. Customer billing periods shall align with calendar months. In the event that a rate or rider rate changes within a calendar month, customer charges and demand-based rates will be prorated based on the number of days of the month subject to each rate, and energy rates will be calculated based on actual usage under each applicable rates.

**TERMINATION OR CHANGE OF SCHEDULE**

The Customer may terminate service under this schedule, and no longer be a customer of the Company or seek service under another applicable schedule, after written notice to the Company. The Customer shall provide written notice to the Company, no later than thirty-six (36) months prior to the requested date of termination or schedule change.

Upon termination of service under this schedule, the Customer is required to pay an exit fee equal to the minimum charges for the remaining period of the term or for twelve (12) months of service, whichever is greater. If a Customer selects to receive service under another applicable Company rate schedule, no exit fee shall be applied.

If the Customer is receiving any Interim Capacity at the time of written notice, the Company and Customer shall take steps to repurpose the related capacity contract(s) prior to termination of service under this schedule. If the Interim Capacity cannot be repurposed, the Customer will be responsible for all costs associated with termination of the capacity contract(s).

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**LARGE LOAD POWER SERVICE**

**COLLATERAL REQUIREMENTS**

In addition to the Credit terms in the Company's General Rules and Regulations, the Customer shall provide collateral to the Company ("Collateral Requirement") based upon the creditworthiness of the Customer and as outlined below.

The amount of collateral to be provided is equal to thirty-six (36) months multiplied by the maximum expected monthly bill under the Contract Capacity established for the upcoming year. The amount of collateral under the foregoing calculation will be recomputed annually, and the Customer shall provide the recomputed amount if it is 10% or more, greater than the current amount held.

A Customer with a credit rating of at least A- from S&P and A3 from Moody's and liquidity greater than ten times the Collateral Requirement shall be exempt from the Collateral Requirements. A Customer that does not have a credit rating from S&P and Moody's but maintains liquidity greater than ten times the Collateral Requirement (evidenced by providing quarterly financial statements and certification that on the date financial statements are provided that the Customer's liquidity meets the ten times threshold) shall be exempt from 50 percent of the Collateral Requirements not to exceed an exemption of more than \$250 million.

The Collateral Requirement must be provided in one or more of the following forms:

- a. A guarantee from the ultimate parent or a corporate affiliate of the Customer for the full Collateral Requirement, so long as the guarantor has both (a) a credit rating of at least A- from S&P and A3 from Moody's and (b) liquidity greater than ten times the Collateral Requirement; or
- b. A standby irrevocable Letter of Credit ("Letter of Credit") for the full Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Large Load Customer or its guarantor, with a credit rating of at least A- from S&P and A3 from Moody's. Such security must be issued for a minimum term of 360 days. The Customer must cause the renewal or extension of the security for additional consecutive terms of 360 days or more no later than 30 days prior to each expiration date of the security. If the security is not renewed or extended as required herein, the Company will have the right to draw immediately upon the Letter of Credit and be entitled to hold the amounts so drawn as security. The Letter of Credit must be in a format acceptable to and approved by the Company; or
- c. Cash for the full Collateral Requirement.

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(Name of Issuing Utility)

Replacing Schedule Initial Sheet 6

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**LARGE LOAD POWER SERVICE**

**SPECIAL TERMS**

Customers receiving service under this schedule are required to enter in a written Service Agreement that specifies certain provisions of their electric service, including, but not limited to, load characteristics, customer-specific terms, applicable construction cost recovery terms, and other service details, including definition of operating procedures.

The terms and conditions of service under this this schedule shall apply upon a request for service by an eligible customer but service to Customers under this schedule shall not commence until the Company has sufficient capacity to meet the Customer's Contract Capacity requirements.

A facility served under this schedule shall generally mean a single point of interconnection. Aggregation of loads under this schedule shall be limited. The Company shall exercise reasonable discretion when choosing to aggregate loads, with such discretion based on factors including, but not limited to, premises sharing one or more of the following: common owner(s), a common parent company, common local electrical infrastructure, physical layout, character of service, end use, and common control.

**ADJUSTMENTS AND SURCHARGES**

The rates hereunder are subject to adjustment as provided in the following schedules:

- Retail Energy Cost Adjustment (RECA)
- Energy Efficiency Rider (EER)
- Property Tax Surcharge (PTS)
- Tax Adjustment (TA)
- Transmission Delivery Charge (TDC)
- System Support Rider (SR)

**CONDITIONS:**

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

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ AEC \_\_\_\_\_

(Name of Issuing Utility)

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**ALTERNATIVE ENERGY CREDIT RIDER**

**AVAILABILITY**

This Program is available on a limited and voluntary basis to non-residential Kansas Central Customers currently receiving permanent electric service from the Company through Schedules SGS, MGS, LGS, ILP, or LTM who have an annual average monthly peak demand greater than 200 kilowatts (kW). Customers that have an aggregate electric load of at least 2.5 megawatts (MW) based upon peak annual demand and an average of 200 kW per account.

The Company may deem a Subscriber ineligible for this Program if the Subscriber has received a disconnection notice within twelve (12) months preceding its submission of a Participation Agreement, or as set forth in the applicable terms and conditions in the Participation Agreement.

**APPLICABILITY**

The purpose of the Alternative Energy Credit Rider program ("Program") is to offer an eligible Customer an opportunity to subscribe to Alternative Energy Credits ("AECs") that are associated with Company-owned nuclear energy resources. The AECs are then included in the Subscriber's energy accounting for a separately agreed to subscription term. The Company shall have the AECs annually certified by a third-party. Under the Program, a Subscriber may agree to receive AEC for a term of one (1), three (3) or five (5) years.

**DEFINITIONS**

For purposes of this Program, the following definitions apply:

Alternative Energy: Electricity that is generated using Company-owned nuclear energy resources.

Alternative Energy Credits ("AECs"): Attributes from one thousand (1,000) kilowatt hours (kWh) of electricity generated from a Company-owned nuclear energy resource.

Alternative Energy Credit Rate ("AEC Rate"): A dollar per megawatt hour (\$/MWh) rate applicable to a Subscriber's monthly amount of Alternative Energy generation. There is a separate Alternative Energy Credit Rate for each agreement term length (1, 3, or 5 years).

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(Name of Issuing Utility)

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**ALTERNATIVE ENERGY CREDIT RIDER**

Alternative Energy Credit Charge ("AEC Charge"): The AEC Charge shall be calculated monthly as the Subscriber's monthly average subscription (MWh) multiplied by the AEC Rate for specified Participant Agreement term.

Customer's Annual Usage (MWh): Customer's actual metered energy usage over the twelve (12) most recent monthly billing periods for which data is available, or the Subscriber's expected metered energy usage over twelve (12) monthly billing periods as determined by the Company. Customer's Annual Usage shall be established at the time the Participation Agreement is executed by the Customer and memorialized therein.

Participation Agreement: A written contract executed by the Company and a Subscriber setting forth the specific terms of a Subscriber's subscription under this Program including the Subscriber's accounts covered by the subscription. The Participation Agreement shall reflect the Subscription Level, subject to the terms and conditions set forth in this tariff and the Participation Agreement.

Subscriber: An eligible Customer who executes a Participation Agreement with the Company to participate in this Program.

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

**PRICING**

The formula for determining the AEC Charge that shall be billed monthly to a Customer is:

$$\text{AEC Charge} = \frac{\text{Customer's Annual Usage (MWh)}}{12} \times \text{Subscription Level (\%)} \times \text{AEC Rate Price}$$

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**ALTERNATIVE ENERGY CREDIT RIDER**

AEC Rate Pricing			
Designated Resource	One Year Agreement Term	Three Year Agreement Term	Five Year Agreement Term
Wolf Creek	\$0.00866 per kWh	\$0.00827 per kWh	\$0.00788 per kWh

The Customer shall be notified of any pricing updates following Commission approval. Notification will be provided a minimum of thirty (30) days prior to being billed to the Subscriber by the Company. Notifications shall be opt-out communications, and the new rates shall be effective the first billing cycle 60 days after notice is provided.

**PROGRAM PROVISIONS**

- The Customer should carefully consider terms and conditions in the Participation Agreement subject to participation in this Program.
- Alternative Energy shall be limited to the generation produced by Company-owned nuclear resources. Service under this rider may be limited, at the sole discretion of the Company, to such available resources.
- Certain factors may result in less Alternative Energy being available for this Program than anticipated. If the Alternative Energy generated is not sufficient to meet the sum of the annual Program subscriptions during a calendar year, the Company shall refund each participating Customer an amount equal to the AEC Rate multiplied by the difference between the Subscriber's annual subscription and the Subscriber's pro rata annual share of the Alternative Energy subscribed generation.

**REPORTING**

The Company shall calculate and provide the Subscriber with its total annual AECs consistent with the Subscriber's subscription, which shall occur in the first quarter of the year following the prior annual year subscription (e.g. in first quarter of 2026 for a 2025 annual subscription).

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**ALTERNATIVE ENERGY CREDIT RIDER**

**CONDITIONS:**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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SCHEDULE CCR

(Name of Issuing Utility)

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**CUSTOMER CAPACITY RIDER**

**AVAILABILITY**

This rider is available to Customers receiving permanent electric service under the Company's retail rate Schedule LLPS, subject to Company's capacity need and the Company's full discretion. Contractual bilateral agreements for accredited capacity shall be for amounts no less than a monthly average of 10,000 kilowatts (kW) per year.

**APPLICABILITY**

The Customer Capacity Rider permits an eligible Customer to sell complete rights to capacity contracted from existing resources in the Customer's own supply portfolio to the Company to fulfill some, or all, of the capacity required to serve the Customer. The Customer will receive a bill credit for the supplied capacity, reducing the Customer's demand cost within the applicable monthly billing cycle.

**TERM**

The specific term shall be established under the respective bilateral agreement executed between the Customer and Company.

**BILLING**

The Customer shall receive a credit equal to the price difference between the Schedule LLPS Demand Charge price and the negotiated pricing in the capacity contract for each accredited kW of contracted customer capacity, reduced by the applicable Southwest Power Pool ("SPP") planning reserve margin. Details concerning the amount of capacity contracted, and the negotiated price will be memorialized in the Schedule LLPS Service Agreement.

Accreditation and planning reserve margin requirements shall follow SPP protocols and shall be seasonally differentiated, following established SPP processes and revised as needed to reflect any changes. The Company and Customer shall define the accredited capacity amounts and planning reserve margin requirements as part of the bilateral capacity contracting process. Details concerning the amount of capacity contracted, and the negotiated price will be memorialized in the Schedule LLPS Service Agreement. Seasonal periods align with the seasonal periods established by the Customers rate for electric service. Should the SPP seasons and Company billing seasons not align, the Customer and the Company will define the seasonal amounts within the bilateral capacity contract.

Customer capacity contracted under this rider shall be excluded from the Company Energy Cost Adjustment/Fuel Adjustment Charge.

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**CUSTOMER CAPACITY RIDER**

**PROGRAM PROVISIONS**

The contractual bilateral agreement shall transfer all rights to the Company and provide provisions that include, but not limited to, the capacity amount, the capacity accreditation, capacity price, deliverability terms and any other term necessary to define the expected capacity to be received. The accredited capacity amount shall be determined by seasonal capacity accreditation (annually for both summer and winter), as determined by the pertinent SPP methodology.

The Customer's capacity may be Customer-owned, or Customer-contracted, and shall be transferred to the Company via the contractual bilateral agreement. Capacity associated with resources located behind the Customer meter are not acceptable for use under this rider.

The Customer's capacity must be deliverable to the appropriate Company load node. The Customer shall be responsible for the transmission deliverability costs, as determined by SPP.

Customer capacity shall not be detrimental, either operationally, or economically, to the Company's existing electrical system, as determined in the Company's sole discretion.

Annually, the Company shall examine the accredited capacity it receives as compared to the contracted capacity. If the Customer-supplied capacity is less than the contracted amount, the Customer shall be obligated to pay a "make-whole payment" for the difference between the expected contracted capacity amount and seasonal accredited capacity actually received in that year (the "Capacity Shortfall Payment"). The Capacity Shortfall Payment shall be calculated in accordance with the following formula:  $(\text{Expected Contracted Capacity} - \text{Actual Received Accredited Capacity} \times 1,000 \text{ kW/MW}) \times \text{Applicable Customer Rate Demand Charge}$ . If the actual Customer-supplied capacity is greater than the contracted amount, the Customer will be compensated for each additional kW at the negotiated price in the bilateral contract agreement.

If the Customer terminates service with the Company, the Company and Customer agree that the bilateral contract established under this rider shall be examined and the Company may take steps to terminate or revise the bilateral contract to enable continued delivery of capacity to the Company, as mutually agreed.

**CONDITIONS**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

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**CUSTOMER CAPACITY RIDER**

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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(Name of Issuing Utility)

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**CLEAN ENERGY RIDER**

**AVAILABILITY**

This Rider is available to any Customer receiving permanent electric service under the Company's LLPS retail rate schedule or any prospective customer who has executed a Service Agreement with the Company but has not yet received service under the LLPS retail rate schedules.

**APPLICABILITY**

The Clean Energy Choice Rider provides eligible Customers with a means to influence the Company's generation resource portfolio. Within the Company's Integrated Resource Planning ("IRP") process, the eligible Customer may request clean resource types be deployed in place of or in addition to one or more resources selected in the Company's Preferred Resource Portfolio. If the Customer's requested generation is adopted by the Company as part of a Clean Energy Preferred Resource Plan, the Requesting Customer shall bear the entire cost differential arising from its specific request for clean resources. No energy or capacity will be directly provided to the Requesting Customer from the incremental clean energy resources as a result of participating in this Rider.

**DEFINITIONS**

For purposes of this Rider, the following definitions apply:

Integrated Resource Planning: The Company's IRP (or Integrated Resource Planning process), considers and analyzes demand-side resources, supply-side resources, and renewable energy resources on an equivalent basis, subject to compliance with all legal mandates that may affect the selection of Company electric energy resources. The ultimate goal of an IRP is to develop a Preferred Resource Plan that minimizes the net present value of long-term utility costs while ensuring the Company can provide its Customers with energy services that are safe, reliable, and efficient, at just and reasonable rates, and in a manner that serves the public interest and is consistent with state energy and environmental policies.

Good Utility Practice: The practices, methods, techniques, and standards that would be implemented and followed by a prudent utility operator during the relevant time period or that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result.

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**CLEAN ENERGY RIDER**

Requesting Customer: An eligible Customer who requests that one or more clean energy resources be deployed in place of or in addition to the generation resources selected in the Company's Preferred Resource Plan. There may be multiple Requesting Customers who support the same Clean Energy Preferred Resource Plan

Preferred Resource Plan: This refers to what the Company has designated as its Preferred Resource Plan in its most recent IRP that has been filed with the Commission by the Company for implementation.

Clean Energy Preferred Resource Plan: A Clean Energy Preferred Resource Plan is a separate resource plan the Company may develop. If the Company elects to create a Clean Energy Preferred Resource Plan, the Company will modify its Preferred Resource Plan following an eligible Requesting Customer's request for and evaluation of certain clean resources to be modeled and deployed in place of, or in addition to one or more generation resources selected in the Company's Preferred Resource Plan. The Company retains all discretion in preparing the Clean Energy Preferred Resource Plan to ensure the Clean Energy Preferred Resource Plan meets the Company's requirements to provide safe, reliable, and efficient service. The execution of the Clean Energy Preferred Resource Plan shall be subject to gaining all appropriate regulatory approvals, and in a manner deemed satisfactory to the Company in its sole discretion.

Cost Differential: The dollar amount difference resulting from the Company's calculated net present value revenue requirement determined for the Company's Preferred Resource Plan, and Company's calculated net present value revenue requirement for the Company's Clean Energy Preferred Resource Plan. The Cost Differential shall be borne by the Requesting Customer(s) and represent a contribution to construction of the resulting clean resource(s). As set forth below, the Cost Differential is subject to adjustment based on actual costs of the Clean Energy Preferred Resource Plan. With the Requesting Customer(s) to be responsible for the differential based on actual costs of the clean energy resource(s), per the terms of the tariff and separate commercial agreement.

**PROGRAM PROVISIONS**

All aspects of this Rider will occur within the normal timing and execution of the Company's IRP process. Prior to the execution of an IRP cycle, and preferably during the fourth quarter of a given year, a Requesting Customer shall notify the Company through the Requesting Company's Company Customer Solutions representative, its interest in modifying the Company's current Preferred Resource Plan. The Company will engage with the Requesting Customer to understand the Requesting Customer's desired clean resource modifications, will study the alternative resource scenarios, and may then develop a Clean Energy Preferred Resource Plan that attempts

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 3

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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**CLEAN ENERGY RIDER**

to reasonably accommodate the Requesting Customer's clean resource request. Upon doing so, the Company will provide the Requesting Customer with an indicative cost estimate for the associated clean resource modifications, as well as the Cost Differential of such. Should the Requesting Customer request multiple clean resource modifications, the Company may model some or all of them, at its discretion. The Company will ensure any Clean Energy Preferred Resource plan meets the Company's requirements to provide safe, reliable, and efficient service for all customers.

If the Requesting Customer supports the Clean Energy Preferred Resource Plan and wishes to move forward, the Requesting Customer(s) shall execute a separate commercial agreement with the Company committing them to pay the associated Cost Differential of the Clean Energy Preferred Resource Plan, plus all administrative costs, including those associated with obtaining regulatory approvals. The Requesting Customer(s) shall be responsible for all such administrative and approval costs, even if the Clean Energy Preferred Resource Plan is not adopted or otherwise executed.

A Clean Energy Preferred Resource Plan will be submitted to the Commission through the Company's IRP process and is subject to Commission review and order. If found to meet IRP requirements by the Commission, the Company will follow Good Utility Practice to execute the Clean Energy Preferred Resource Plan including obtaining all required Commission approvals associated with resource procurement or construction. If approvals are not granted in a manner satisfactory to the Company in its sole discretion, the Company may not elect to move forward with the Clean Energy Preferred Resource Plan.

The Cost Differential in the earlier executed commercial agreement shall be updated to reflect actual costs of any and all resources included in establishing the Clean Energy Preferred Resource Plan. Unless otherwise agreed to, an installment payment price will be calculated, inclusive of any Contribution in Aide of Construction taxes, and paid by the Requesting Customer(s) over a term that is no greater than the expected life of the clean energy resource(s) selected in the Clean Energy Preferred Resource Plan.

**CHARGES AND BILLING**

A charge representing the Cost Differential to be paid by the Requesting Customer over the specified term shall be included as a specific Levelized Charge added to the Customer's bill.

Should a Clean Energy Preferred Resource Plan include more than one Requesting Customer, the allocation of the Cost Differential shall be determined based on factors such as Requesting Customer load share, cost impacts of requested clean resource technologies, or other factors as determined by the Company.

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**CLEAN ENERGY RIDER**

The Economic Development Rider shall not be applied to the Levelized Charge imputed to the Requesting Customer under this rider.

**TERMINATION**

Should a Requesting Customer terminate its service at any point after the Company has executed a Clean Energy Preferred Resource Plan specific to the Requesting Customer and before the Cost Differential of the Clean Energy Preferred Resource Plan (or allocated portion) has been fully paid, the Requesting Customer shall be required to pay the outstanding Cost Differential as a single payment, and shall be subject to any additional terms and conditions set forth in a separate commercial agreement..

**RENEWABLE ATTRIBUTES**

If applicable, the Requesting Customer shall receive the renewable attributes related to the output of the clean resource generation requested and where the Requesting Customer is paying the Cost Differential for the clean resource. The Company shall retire the renewable attributes on behalf of the customer, up to an amount equal to the Requesting Customer's annual energy usage. If the Clean Energy Preferred Resource Plan includes more than one Requesting Customer, the renewable attributes will be allocated to the Requesting Customers on the equivalent basis as the Cost Differential, as applicable.

**CLEAN RESOURCE PRODUCTION DATA**

A Requesting Customer may request hourly output data from the Company specific to the clean resource(s) included in an adopted and executed Clean Energy Preferred Resource Plan.

**CONDITIONS**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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(Name of Issuing Utility)

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

**AVAILABILITY**

This rider is available to any Commercial & Industrial Customer receiving permanent electric service under the Company's retail rate Schedule LLPS subject to the terms of that schedule. Customers may participate in Schedule DRLR and other eligible Demand Response ("DR"), and Interruptible Schedules offered by the Company. To participate, the Customer shall complete the required Participation Agreement for the Program.

A Customer is not eligible if the Customer's load reduction capability is registered for demand response participation in a wholesale market directly by the Customer or via a DR Aggregator other than the Company.

**APPLICABILITY**

The Demand Response & Local Generation Rider ("Program" or "DRLR") is designed to reduce Participant load during peak and constrained grid condition periods to improve system reliability, address resource adequacy, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to available generation or market energy purchases in the wholesale market. The Company may, in its discretion, request Participant curtailment for any of these operational or economic reasons.

**DEFINITIONS**

For purposes of this Program the following definitions apply:

**Participant:** The Customer, specified as the Participant in the Participation Agreement, is the eligible Customer that has received notification of acceptance into the Program.

**Participation Agreement:** A non-tariffed commercial contract between the Company and Customer, used for enrollment purposes and to establish the full terms and conditions of the Program. Eligible Customers shall be required to sign the Participation Agreement prior to participating in the Program. This agreement may be provided and executed electronically.

**Reduction Amount ("RA"):** The reduction of load by the Customer either manually or automated for the duration of the DR event.

**Enrolled Load:** The total contracted load reduction specified within the Participation Agreement that the Customer may be required to reduce for each curtailment event.

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

Curtailment Event (“Event”): Period when the Company determines the need for Participants to reduce energy consumption during peak and constrained grid conditions

Calculated Baseline (“CBL”): The calculated estimate of what the Customer most likely would have consumed during the curtailment event period. Baselines are developed for each curtailment event utilizing customer specific data from historic metered usage.

Reduction Credit (“RC”): Credit amount for the curtailment event period during which the event is called and the period(s) of time the Customer has successfully curtailed load.

**PROGRAM PROVISIONS**

A Participant must show economic and technical feasibility for measurable and verifiable load curtailment during their selected option of availability below:

Option 1 - Constrained: summer curtailment season of June 1 to September 30 and winter curtailment season of December 1 to March 31; 6:00 a.m. to 10:00 p.m., Monday through Friday excluding Holidays.

Option 2 - Unconstrained: All hours: All days; January through December.

The Company shall evaluate the Participant’s metered usage data, technical specifications and operational characteristics of the facility’s equipment to establish a curtailment plan and estimated associated curtailable load (measured in kW) to determine the Enrolled Load. The Participation Agreement will specify the curtailable load, and commits the Participant to being able to curtail their Enrolled Load during a curtailment event. The Company will issue notice to the Participant in advance of scheduled curtailment events, thus requiring the Participant to curtail their Enrolled Load in accordance with the Participant’s chosen method of participation.

The Company shall determine the appropriate timing and length of any curtailment event during each curtailment window, based on the Participant’s chosen option above. Notwithstanding the intended curtailment periods identified in Option 1 and Option 2 for the purpose of Schedule DRLR, the Company reserves the right to curtail the Customer year-round as needed for system reliability during circumstantial conditions.

The Company shall communicate with the Participant in advance of a curtailment event to increase the Participant’s ability to participate. Participation Agreements shall contain specific information for curtailment event specifications that fall within the following limits.

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

- Minimum number of events/tests per season (summer) – 1
- Minimum number of events/tests per season (winter) – 1
- Minimum notification prior to an event – 10 minutes

This Program may be executed by manual and/or automated demand response methods. A Participant may utilize on-site back-up or behind the meter generation and/or curtailment methods to meet its RA threshold for the duration of the curtailment event.

Manual DR

The Participant may manually execute its facility curtailment plan to curtail at least its Enrolled Load for the duration of the curtailment event.

Automated Demand Response (ADR) utilizing on-site generation

The Participant's building/energy management system ("BMS" or "EMS") or facility automation system is utilized in conjunction with the facility's on-site generation or other curtailment methods to execute its curtailment plan. The Participant receives the integrated signal from the utility's event calling system and its BMS/EMS is utilized to execute its curtailment plan by enacting pre-programmed adjustments to respond to DR events.

On-Site Generation Term

The Participant has full responsibility for start-up, operation, and maintenance ("O&M"), and regulatory compliance of any on-site generation including any reciprocating internal combustion engine ("RICE") National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), Southwest Power Pool ("SPP"), and/or any other community, governmental or regulatory agency, as applicable. On-site generation operating details, capabilities, and any other criteria negotiated with the Company and the Participant may be documented in the Participation Agreement.

Wholesale Market Registration

Market resource registration may be offered for all applicable resources that participate under this tariff and qualify and perform as a market registered resource ("MRR"). Market registration offers an additional opportunity for the Participant to reduce its electric costs through participation with the Company in the wholesale market within the SPP. A Participant shall receive payment for providing its load reduction during high energy price periods. MRR is available to Program Participants whose DR resources are compliant with the SPP tariff and SPP marketplace protocol requirements and can provide sustainable load reduction during market participation. A MRR Participant has the option of committing its DR Resources to the SPP Integrated

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

Marketplace unless the Company has scheduled a potential demand response curtailment event for the same time period. Participation in MRR authorizes the Company to offer the Customer's curtailment amount in the SPP Market and Participant compensation is based on any SPP settlement payment less MRR fees. All SPP registration and technical requirements, market operating and settlement procedures, MRR fees, and other terms and fees are detailed in the Participation Agreement.

**PRICING**

All charges, and other terms and conditions of service provided for under the Participant's applicable standard service classification(s) tariff shall continue to apply and shall be based on actual metered energy use during the Participant's normal billing cycle.

Under Schedule DRLR, the Participant will receive an on-bill credit or check payment for its level of reduction achieved and an incentive payment based on its measured curtailment reduction.

**Reduction Amount**

The Reduction Amount is a monthly performance amount applied to each billing month in which an event is called. The credit amount is calculated based on the Participant's hourly kWh load compared to the Participant's summer and winter hourly CBL. The Company shall employ a Calculated Baseline methodology to determine the Participant's demand savings associated with a DR curtailment event. A CBL approach applies a model or algorithm to develop a customer-specific baseline for each day from historic metered usage data that is then used to forecast load impacts for each hour of the event absent a curtailment event. This baseline is calibrated to best match recent operational and/or weather patterns. This baseline is then compared to the actual metered average hourly demand during the curtailment event. The difference between the forecasted hourly baseline and the Participant's actual metered hourly usage during the curtailment event equals the hourly kW impact of the curtailment event. All kW shall be calculated as a whole number, and may thus be rounded up or down. The event hourly average kW achieved divided by the kW enrolled is the Participant's percent kW achieved. The Company shall pay the Participant under the terms of Schedule DRLR for the achieved average percent of its enrolled curtailable load within the established baseline and peak curtailment as detailed in the Participation Agreement. The hourly RA formula is:

**Hourly RA = CBL kWh for each hour – Actual hourly kWh**

**Participant Participation Fees**

Participants shall be assessed the following program fees and charges as specified in the Participant

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

**Agreement:**

1. DR Earnings Opportunity (“EO”) Fee – Participant shall compensate the Company for any foregone earnings associated with capacity reduction related to the DRLR enrolled MW capacity for the realized curtailable value during the curtailment period that the reduction occurred.
2. Administration Fee - A fixed charge shall be recovered for all costs associated with Program delivery, implementation/management, and evaluation, which shall be recovered based on a forecasted estimate and trued up annually based on actual Program expenditures for the recovery period.

**Reduction Credit**

The Reduction Credit is a variable performance credit for each curtailed kW successfully delivered. Reduction credits are based on a rate of \$54.00 per kW-year for “Unconstrained” Participants and \$43.20 per kW-year for “Constrained” Participants, and shall be paid in accordance with the credit schedule and incentive rate for the performance month, based on the formula below.

$$\text{Monthly RC} = \text{Monthly Average RA} \times \text{Monthly Reduction Credit (Constrained or Unconstrained)} - \text{DR EO Fee} - \text{Administration Fee}$$

**CREDIT SCHEDULE**

The credit schedule below outlines the kW/month value and fees for seasonal performance under the Program. Credit values are paid based on measured performance for the month that the curtailment event occurred. Curtailment event credits will not be applied for periods where events are not called, or if the Participant does not perform. Program rates shall be updated annually. The current credit schedule applicable for 2025 is set forth below.

Month	Allocation Percentage	Unconstrained	Constrained	Demand Response Earnings Opportunity Fee	Unconstrained Max Hours Per Month	Constrained Max Hours Per Month
		\$/kW per Month	\$/kW per Month	\$/kW per Month	Hours	Hours

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

January	12.5%	\$6.75	\$5.38	(\$1.31)	744	480
February	12.5%	\$6.75	\$5.38	(\$1.31)	672	480
March	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
April	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
May	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
June	12.0%	\$6.48	\$5.16	(\$1.26)	720	461
July	14.0%	\$7.56	\$6.02	(\$1.47)	744	538
August	14.0%	\$7.56	\$6.02	(\$1.47)	744	538
September	10.0%	\$5.40	\$4.30	(\$1.05)	720	384
October	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
November	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
December	12.5%	\$6.75	\$5.38	(\$1.31)	744	480

**PARTICIPATION AGREEMENT TERM**

The Participation Agreement shall outline the Participant's Enrolled Load, which can vary by season, dispatch, and duration requirements associated with each DR curtailment event. The Participation Agreement shall last for a term of one year, and automatically renew in one-year increments unless terminated per notification requirements as set forth in the Participation Agreement. The Company reserves the right to terminate Participation Agreements for non-compliance.

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

**REPORTING**

The Company shall calculate and provide the Participant with its post event settlement calculations and end of season summary outlining the Participant's performance. Participant's curtailment plans and reduction strategies shall be evaluated annually.

**EVALUATION**

The Company shall hire a third-party evaluator to perform evaluation, measurement and verification ("EM&V") of the Participant's seasonal performance and calculate impacts, which may be used for SPP accreditation and compliance evaluation.

**CONDITIONS**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ GSR \_\_\_\_\_

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**GREEN SOLUTION CONNECTIONS RIDER**

**AVAILABILITY**

This Program is available on a limited and voluntary basis to non-residential Kansas Central Customers currently receiving permanent electric service from the Company through Schedules SGS, MGS, LGS, ILP, or LTM with an annual average monthly peak demand greater than 200 kilowatts (kW). Customers that have an aggregate electric load of at least 2.5 megawatts (MW) based upon peak annual demand and an average of 200 kW per.

The Company may deem a Subscriber ineligible for this Program if it has received a disconnection notice within twelve (12) months preceding its submission of a Participation Agreement.

**APPLICABILITY**

The purpose of the Green Solution Connections Rider ("Green Solution Connections", "GSR", or "Program") is to offer an eligible Customer the opportunity to subscribe to future year renewable energy attributes within the subscribed term associated with new renewable wind and/or solar generation resources. Under the Program, a Subscriber may elect to receive future renewable energy attributes for a term of ten (10) or fifteen (15) years.

**DEFINITIONS**

For purposes of this Program, the following definitions apply:

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

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

Subscriber: A Customer who executes a Participation Agreement with the Company to participate in the GSR Program.

Program Resource(s): Any commercially operational wind and/or solar generation resources owned by the Company where renewable attributes have been designated for the purpose of this Program. Once commercially operational, renewable generation facilities shall be available to provide forward renewable attributes to Subscribers for a term of ten (10) or fifteen (15) years. Specific Program Resources shall be dedicated to specific phases of the Program.

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**GREEN SOLUTION CONNECTIONS RIDER**

Program Resource Nameplate Capacity: Total nameplate capacity of the Program Resource(s) in megawatts ("MW") of alternating current power.

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

Renewable Energy ("RE") Allocation Factor (%): This is calculated for each subscription by dividing the RE Level (measured in Megawatts ("MW")) by the total nameplate capacity of the Program Resources (in MW of alternating current power) dedicated to each Program phase. The RE Allocation Factor represents the percentage of the Program Resources for a given phase that produce energy for the Customer. To the extent the Program Resources for a given phase are comprised of multiple resources that begin commercial operation at different times, the Customer's RE Allocation Factor shall be calculated and updated as appropriate to reflect the Customer's share of total nameplate capacity of all Program Resources dedicated to the Program during the time in which the Customer is participating and the Program Resources are generating renewable power.

Renewable Energy Level ("RE Level") (MW): The RE Level shall be determined by the Participation Agreement that is submitted by the Subscriber. Subject to the terms of the Subscriber's Participation Agreement, the RE Level is calculated using the following formula:

$$\text{RE Level (MW)} = \frac{[\text{Customer's Annual Usage (MWh)} * \text{Subscription Level (\%)}]}{[8,760 \text{ hours/year} * \text{Capacity Factor}]}$$

Where:

Capacity Factor (1-100%): This is the assumed net capacity factor of the Program Resources dedicated to the applicable Program phase (with the Program phase to be determined by Company when it designates a Program Resource for a given period of time; the assumed net capacity factor shall be weighted when there are multiple Program Resources dedicated to a Program phase); measured as the expected average hourly alternating current output of the Program Resource divided by the nameplate capacity of the Program Resource measured in kW of alternating current power.

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**GREEN SOLUTION CONNECTIONS RIDER**

Customer's Annual Usage (MWh): This shall reflect the Subscriber's actual metered energy usage over the twelve (12) most recent monthly billing periods for which data is available, or, if such data is not available, the Subscriber's expected metered energy usage over twelve (12) monthly billing periods as determined by the Company. The Customer's Annual Usage shall be established at the time the Participation Agreement is executed by the Subscriber. A Subscriber who experiences an increase in load may amend its Participation Agreement during the term of subscription to increase the RE Level subject to the availability of Program capacity, consistent with the terms of the Participation Agreement. A Subscriber who experiences a decrease in load may amend its Participation Agreement to reflect a new Subscription Level, consistent with the terms of the Participation Agreement.

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

Subscriber's Allocated Share of Monthly Metered Production: This is calculated as the monthly Metered Production multiplied by RE Allocation Factor.

Green Solution Rate ("GR"): A dollar per MW hour (\$/MWh) rate applicable to a participating Customer's allocated share of monthly metered production. There shall be a specific Green Solution Rate for each term length, and specific resource. Subsequent Program phases will be reflected on the applicable Green Solution Rate Schedule for each phase.

Green Solution Charge ("GC"): The GC shall be calculated monthly as the Metered Production multiplied by the Customer's RE Allocation Factor and then multiplied by the GR for the appropriate year of the term.

Participation Agreement: A written contract executed by the Company and a Subscriber setting forth the specific terms of a Subscriber's subscription under this Program including the Subscriber's accounts covered by the subscription. The Participation Agreement shall be dedicated to a specific phase of the Program. An eligible Customer may subscribe in percentage increments, up to one hundred percent (100%) of the Customer's Annual Usage, subject to the terms of Customer's Participation Agreement. The Participation Agreement shall reflect the subscription level and Subscriber's RE Level, subject to the terms and conditions in this tariff and the Participation Agreement.

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By \_\_\_\_\_  
Darrin Ives, Vice President

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ GSR \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ Initial \_\_\_\_\_ Sheet \_\_\_\_\_ 4 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_

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

Sheet 4 of 7 Sheets

**GREEN SOLUTION CONNECTIONS RIDER**

**PROGRAM PROVISIONS**

1. The Customer should carefully consider terms and conditions in the Participation Agreement subject to participation in this Program.
2. The Renewable Energy Certificates ("REC") associated with the generation output of currently subscribed Program Resources shall be retired on behalf of the Subscriber and shall not be used for any other purposes during the term of subscription. This Program is considered a voluntary program unrelated to compliance with any applicable state or regulatory renewable energy standard requirements or approved commitments.
3. Any Subscriber receiving Renewable Energy Subscription waives all rights to any billing adjustments or other relief arising from a claim that the Subscriber's subscription would be or would have been at a lower cost had the Subscriber not participated in the Program.
4. A Subscriber's subscription for renewable attributes is specific to the Subscriber's specific accounts as specified in the applicable Participation Agreement. A Subscriber's subscription for Renewable Energy Subscription shall be specific to the Program phase specified in the Participation Agreement.
5. If, prior to the end of the term of a given subscription, a Subscriber's premises that constitutes a separate account is relocated to another location within the Company's service territory, the Subscriber shall continue to be enrolled in this Program at the Subscriber's same Subscription Level for the new account established at the new location.
6. If, prior to the end of the term of a subscription, a Subscriber provides written notice to terminate its Renewable Energy Subscription for an account covered by a Participation Agreement:
  - a. The Subscriber may, without penalty, transfer the Renewable Energy Subscription, as set forth in and as permitted by the terms of the Participation Agreement, to another Customer account(s) if the account is within the Company's service territory and is either (i) currently not covered by a Participation Agreement, or (ii) covered by a Participation Agreement for only a part of its RE Level. In either case the consumption at the new account may be transferred if: (i) the eligible unsubscribed usage at an account that had already been receiving Renewable Energy Subscription under; and (ii) is sufficient to meet the full Renewable Energy Subscription Level under the Agreement; or

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ GSR \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ Initial \_\_\_\_\_ Sheet \_\_\_\_\_ 5 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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**GREEN SOLUTION CONNECTIONS RIDER**

- b. At the Subscriber's written request, at least sixty (60) days prior to the desired termination date, the Company shall attempt to find another interested customer that satisfies the Company's eligibility requirements, executes and delivers a Participation Agreement, and is willing to accept transfer of the Renewable Energy Subscription (or that part which cannot be transferred to another Customer account) for the remainder of the term of the subscription at issue; or
  - c. If option a) or b) are not satisfied, the Subscriber shall continue to be obligated to pay for the Green Solution Charge as to that part of the Renewable Energy Subscription that was not transferred for the remainder of the Customer's subscription term; or
  - d. If option a) or b) are not satisfied, in lieu of option c), the Customer may terminate the Renewable Energy Subscription or the account at issue upon payment of the Termination Fee, which shall be: the sum of the Green Solution Charge for the remainder of the term of the Participation Agreement based on the Customer's Renewable Energy Subscription Level and the applicable Green Solution Rate.
7. The availability of Renewable Energy Subscriptions shall be limited to the unsubscribed RECs available, and the remaining life of Program Resource(s) dedicated to a given Program phase. Subscriptions that exceed the available attributes and remaining life of available Program Resources shall no longer be offered.
  8. A Customer's Renewable Energy Subscription is not a security and does not represent an ownership interest in any of the Program Resources. There is no guarantee that the Subscriber shall realize any savings from participation in the Program, as the Subscriber acknowledges that its total charges for electric service may exceed the charges it would have incurred if it did not subscribe to the Program.
  9. Upon the occurrence of any act or event not within the reasonable control of Company (i.e., force majeure event or change in law) that affects a Program Resource, the Company shall be excused from performance under the Participation Agreement for any Subscriber(s) in the Program phase to which such Program Resource is dedicated; to the extent such performance is delayed or prevented by such act or event. In the event a Program Resource is damaged, or production and/or transmittal of energy produced by a Program Resource is prevented from normal operations for more than six (6) months, the Company may remove the affected Program Resource from the Program by providing notice to any Subscribers in the applicable Program phase. In such event, the Subscriber's Renewable Energy Subscription Levels shall be reduced pro-rata to the degree necessary to account for the available

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(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ Initial \_\_\_\_\_ Sheet \_\_\_\_\_ 6 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

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**GREEN SOLUTION CONNECTIONS RIDER**

Program Resource capacity, subject to the Company's right to add additional Program Resources dedicated to the affected Program phase and to increase the Subscriber's Subscription Levels pro-rata up to the Subscription Level(s) prior to such pro-ration as additional Program Resource attributes for the applicable Program phase become available. If a Program Resource is removed from the Program under this paragraph and the remaining available attributes results in a Subscriber's Subscription Level being reduced to less than fifty percent (50%) of their Subscription Level, the Customer may cancel its Program enrollment by providing written notice within ninety (90) days after their Renewable Energy Subscription Level is reduced due to the removal of a Program Resource from the Program. In such case, the term of a Subscriber's subscription shall be deemed unaffected by any such force majeure event, removal of a Program Resource from the Program, or a change in the Subscription Level.

**EXPANSION**

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

**PRICING**

**GREEN SOLUTIONS RATE SCHEDULE – PROGRAM RESOURCE NO. 1**

This rider applies to renewable energy service for a Customer enrolled in Program Phase No. 1. Subsequent Program phases, if any, shall have a separate rate schedule.

Year	Green Solution Rate (\$/MWh) Resource 1A <b>XX MW</b> 15 Year Agreement Term	Green Solution Rate (\$/MWh) Resource 1B <b>XX MW</b> 10 Year Agreement Term
1		
2		
3		
4		
5		

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(Name of Issuing Utility)

Replacing Schedule Initial Sheet 7

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**GREEN SOLUTION CONNECTIONS RIDER**

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7		
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15		

**CONDITIONS**

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

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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

Sheet 1 of 3 Sheets

**SYSTEM SUPPORT RIDER**

**AVAILABILITY**

This rider is applicable to all Customers receiving service under Schedule LLPS.

**APPLICABILITY**

The System Support Rider requires an additional charge paid by Customers receiving service under Schedule LLPS to ensure appropriate recovery of costs incurred to serve Schedule LLPS customers, and to reflect the acceleration of resource investment required to serve large loads that join the Company's system under Schedule LLPS, as well as other acceleration-related impacts associated with operations of these resources.

**TERM**

Charges under this schedule shall be applied during the Customer's term of service under Schedule LLPS.

**PROGRAM PROVISIONS**

The System Support Charge will consist of two components, (1) a Cost Recovery Component and (2) an Acceleration Component.

The Cost Recovery Component shall be calculated based on comparing the Schedule LLPS Customer's estimated rate revenue and estimated revenue prior to applying Schedule CCR, Schedule DRLR, or Schedule CEC. Should the Schedule LLPS Customer's estimated revenue fall below the Customer's estimated rate revenue, an amount, expressed in a dollar per kW (\$/kw) charge, will be added to the customer billing through this Rider charge. The Cost Recovery Component shall be customer-specific and memorialized in Exhibit D of the Customer Service Agreement. This comparison shall be completed annually.

The Acceleration Component shall reflect the difference in the net present value revenue requirements tied to a representative combined-cycle natural gas fired turbine generation ("CCGT") as a result of constructing the CCGT ten years sooner than otherwise would have occurred under normal planned growth, recovered over a 30-year period, as determined by the Company. The difference in revenue requirements shall be multiplied by the ratio of non-Schedule LLPS peak load to total system load to isolate the non-Schedule LLPS acceleration cost to be recovered. The System Support Charge shall be expressed in the form of dollars per kW (\$/kW). The Acceleration Component shall be calculated and updated as part of each Company rate proceeding.

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(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

EVERGY KANSAS CENTRAL RATE AREA

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**SYSTEM SUPPORT RIDER**

The System Support Rider charge shall be the combination of both of these components and be applied to the Customer's monthly billing, identified as a separate line item.

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

**ACCELERATION COMPONENT**

The Acceleration Component shall be \$8.90 per kW.

**BILLING**

The charge for the System Support Rider will be determined as follows:

SR charge = Cost Recovery Component + Acceleration Component

The charges associated with this System Support Rider will be determined by multiplying the SR Charge by the Grid Demand as defined in Schedule LLPS and shown as a separate line on the customer's bill.

**CHARGE PROVISIONS**

After the initial fifteen (15)-year term of service under Schedule LLPS, Customers whose annual peak demand has not increased by more than five (5) percent in the five (5) prior years may request to terminate the Acceleration Component of this charge. If, after removal of the Acceleration Component, the Customer subsequently modifies the Customer Capacity defined under Schedule LLPS by twenty (20) percent or twenty (20) megawatts (MW), whichever is lower, the Acceleration Component will be applied for the remainder of the Schedule LLPS term beginning in the year when this threshold is met.

Should a Customer participate in the Customer Capacity Rider (Schedule CCR), and supply in excess of eighty percent (80%) of the capacity required to serve its load under Schedule CCR, such Customer may request to terminate the Acceleration Component of this charge for the term of the Schedule CCR participation, which the Company shall reasonably grant if it does not identify other rate design concerns with doing so.

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Replacing Schedule Initial Sheet 3

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**SYSTEM SUPPORT RIDER**

The SR Charge shall not be subject to any related Economic Development Rider discount.

To achieve the needed support to non-Schedule LLPS customers, these revenues will be allocated to other non-LPS class customers within the Company Class Cost of Service study performed during a general rate proceeding to offset system costs created by Schedule LLPS customers.

**CONDITIONS**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ ILP \_\_\_\_\_ Sheet \_\_\_\_\_ 1 \_\_\_\_\_

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(Territory to which schedule is applicable)

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

Sheet 1 of 3 Sheets

**INDUSTRIAL AND LARGE POWER SERVICE**

**AVAILABILITY**

Electric service is available under this rate schedule at points on the company's existing distribution facilities.

**APPLICABILITY**

To any customer using electric service supplied at one point of delivery and with an average Billing Demand greater than 25,000 kW. Should a customer reasonably expect their demand to exceed 100,000 kW, the customer will be required to receive service under Schedule LLPS. This rate schedule is not applicable to backup, breakdown, standby, supplemental, short term, resale or shared electric service.

**RATE FOR SERVICE AT SECONDARY VOLTAGE:**  
WCILPSEC, WSILPSEC, WCILPSEC SLR, WSILPSEC SLR

CUSTOMER CHARGE	\$356.66
ENERGY CHARGE	\$0.01433 per kWh
DEMAND CHARGE	\$17.188 per kW

Plus all applicable adjustments and surcharges.

**RATE FOR SERVICE AT PRIMARY VOLTAGE:**  
WCILP, WSILP, WCILP SLR, WSILP SLR

CUSTOMER CHARGE	\$356.66
ENERGY CHARGE	\$0.01433 per kWh
DEMAND CHARGE	\$16.050 per kW

Plus all applicable adjustments and surcharges.

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(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ ILP \_\_\_\_\_ Sheet \_\_\_\_\_ 2 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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**INDUSTRIAL AND LARGE POWER SERVICE**

**RATE FOR SERVICE AT TRANSMISSION VOLTAGE:**

WCILPTRN, WSILPTRN, WCILPTRNSLR, WSILPTRNSLR, WCILPTRNPP, WSILPTRNPP

CUSTOMER CHARGE	\$356.66
ENERGY CHARGE	\$0.01361 per kWh
DEMAND CHARGE	\$13.042 per kW

Plus all applicable adjustments and surcharges.

**MINIMUM MONTHLY BILL**

The greater of the Demand Charge for 25,000 kW of Billing Demand, or the minimum specified in the Electric Service Agreement, plus all applicable adjustments and surcharges.

**BILLING DEMAND**

Billing Demand shall be the greatest of:

1. 25,000 kW, or
2. the average kW load supplied during the 15-minute period of maximum use during the month, adjusted for excessive lagging power factor, as described below, or
3. 85 percent of the highest Billing Demand, as adjusted for power factor, established during the previous billing months of June, July, August or September, within the most recent 11 months, or
4. the minimum demand specified in the Electric Service Agreement.

**ADJUSTMENTS AND SURCHARGES**

**Power Factor Adjustment**

If the power factor for the month is less than 0.90 at the point of delivery, Billing Demand will be increased by multiplying by 0.90 and dividing by the power factor.

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(Name of Issuing Utility)

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**INDUSTRIAL AND LARGE POWER SERVICE**

**Other Adjustments and Surcharges**

The rates hereunder are subject to adjustment as provided in the following schedules:

- |                                      |       |
|--------------------------------------|-------|
| 1. Retail Energy Cost Adjustment     | RECA  |
| 2. Property Tax Surcharge            | PTS   |
| 3. Transmission Delivery Charge      | TDC   |
| 4. Environmental Cost Recovery Rider | ECRR  |
| 5. Renewable Energy Program Rider    | RENEW |
| 6. Energy Efficiency Rider           | EER   |
| 7. Tax Adjustment                    | TA    |

**DEFINITIONS AND CONDITIONS**

1. Alternating current, at approximately 60 hertz, at the standard phase and voltage available, shall be supplied to a single location at points on Company's existing transmission or distribution facilities having sufficient capacity. The Demand Charge applies to service provided at primary distribution voltage.
2. Service shall normally be measured at delivery voltage; however, Company reserves the right to measure service at other than delivery voltage and adjust such measurements accordingly.
3. The initial term of service under this rate schedule shall be one year. Company reserves the right to require the customer to execute an Electric Service Agreement with an additional charge, or special minimum and/or a longer initial term when additional facilities are required to serve the customer.
4. Service under this rate schedule is subject to Company's General Rules and Regulations presently on file with the State Corporation Commission of Kansas and any modifications subsequently approved.
5. All provisions of this rate schedule are subject to changes made by order of the regulatory authority having jurisdiction.

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(Name of Issuing Utility)

Replacing Schedule ILP Sheet 1

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**INDUSTRIAL AND LARGE POWER SERVICE**

**AVAILABILITY**

Electric service is available under this rate schedule at points on the company's existing distribution facilities.

**APPLICABILITY**

To any customer using electric service supplied at one point of delivery and with an average Billing Demand greater than 25,000 kW. Should a customer reasonably expect their demand to exceed 100,000 kW, the customer will be required to receive service under Schedule LLPS. This rate schedule is not applicable to backup, breakdown, standby, supplemental, short term, resale or shared electric service.

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Plus all applicable adjustments and surcharges.

**RATE FOR SERVICE AT PRIMARY VOLTAGE:**

WCILP, WSILP, WCILPSLR, WSILPSLR

Customer Charge	\$356.66
ENERGY CHARGE	\$0.01433 per kWh
DEMAND CHARGE	\$16.050 per kW

Plus all applicable adjustments and surcharges.

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(Name of Issuing Utility)

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**INDUSTRIAL AND LARGE POWER SERVICE**

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2. the average kW load supplied during the 15-minute period of maximum use during the month, adjusted for excessive lagging power factor, as described below, or
3. 85 percent of the highest Billing Demand, as adjusted for power factor, established during the previous billing months of June, July, August or September, within the most recent 11 months, or
4. the minimum demand specified in the Electric Service Agreement.

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**INDUSTRIAL AND LARGE POWER SERVICE**

**ADJUSTMENTS AND SURCHARGES**

Power Factor Adjustment

If the power factor for the month is less than 0.90 at the point of delivery, Billing Demand will be increased by multiplying by 0.90 and dividing by the power factor.

Other Adjustments and Surcharges

The rates hereunder are subject to adjustment as provided in the following schedules:

1. Retail Energy Cost Adjustment \_\_\_\_\_ RECA
2. Property Tax Surcharge \_\_\_\_\_ PTS
3. Transmission Delivery Charge \_\_\_\_\_ TDC
4. Environmental Cost Recovery Rider \_\_\_\_\_ ECRR
5. Renewable Energy Program Rider \_\_\_\_\_ RENEW
6. Energy Efficiency Rider \_\_\_\_\_ EER
7. Tax Adjustment \_\_\_\_\_ TA

**DEFINITIONS AND CONDITIONS**

1. Alternating current, at approximately 60 hertz, at the standard phase and voltage available, shall be supplied to a single location at points on Company's existing transmission or distribution facilities having sufficient capacity. The Demand Charge applies to service provided at primary distribution voltage.
2. Service shall normally be measured at delivery voltage; however, Company reserves the right to measure service at other than delivery voltage and adjust such measurements accordingly.
3. The initial term of service under this rate schedule shall be one year. Company reserves the right to require the customer to execute an Electric Service Agreement with an additional charge, or

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**INDUSTRIAL AND LARGE POWER SERVICE**

special minimum and/or a longer initial term when additional facilities are required to serve the customer.

- 4. Service under this rate schedule is subject to Company's General Rules and Regulations presently on file with the State Corporation Commission of Kansas and any modifications subsequently approved.
- 5. All provisions of this rate schedule are subject to changes made by order of the regulatory authority having jurisdiction.

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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 \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 1 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_ December 31, 2024 \_\_\_\_\_

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

Sheet 1 of 10 Sheets

**RETAIL ENERGY COST ADJUSTMENT**

**APPLICABILITY**

To all bills rendered by Company (Evergy Kansas Central, Inc. and Evergy Kansas South, Inc. Company) for utility service, permitting recovery of fuel cost.

**BASIS FOR ADJUSTMENT**

A Retail Energy Cost Adjustment (RECA) shall be added to a customer's bill by multiplying the number of kilowatt-hours delivered over the billing month by a RECA Factor determined by the following formula:

$$\text{RECA Factor} = \text{FA}$$

The FA (Fuel Adjustment) component of the RECA Factor shall be calculated quarterly as follows:

$$FA = \frac{(F_P + P_P + E_P + EC_P - NRCA_P)}{(.01) \times S_P} + ACAFP$$

Where:

F<sub>P</sub> = Projected cost of fuel expense shall explicitly include the fuel stock initially recorded in Account 151 (Fuel Stock) or Account 120 (Nuclear Fuel), assemblies in reactor plus materials and supplies initially charged to Account 154 (Plant Materials and Supplies) consumed with the fuel and related to energy production or reducing air emissions permitting the generation of energy plus fuel, and other expenses directly charged to Accounts 501 (Fuel), 518 (Nuclear Fuel Expense), 547 (Fuel), 559.3 (Fuel), and 577.3 (Storage Fuel). Explicitly excluded from projected fuel cost is any internal labor charge to Accounts 501, 518, 547, 559.3, and 577.3.

P<sub>P</sub> = Projected cost of purchased power to be incurred associated with energy delivered to customers over a billing quarter. The following projected components shall be included in the purchased power calculation:

- Purchased power costs, including those paid to renewable generators, recorded as purchased energy costs to Account 555, inclusive of long-term (over 365 days) capacity charges for capacity purchases which are contracted after December 21, 2023, and all short-term capacity purchases of one year or less (365 days) in duration.

Issued \_\_\_\_\_  
 Month Day Year

Effective \_\_\_\_\_  
 Month Day Year

By \_\_\_\_\_  
 Darrin Ives, Vice President

**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 2 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_ December 31, 2024 \_\_\_\_\_

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

Sheet 2 of 10 Sheets

**RETAIL ENERGY COST ADJUSTMENT**

- Revenue received from the sale of power to third parties (including the SPP) recorded in Account 447.
- Long-term (over 365 days) capacity revenues for capacity sales which are contracted after December 21, 2023, and all short-term capacity revenues of one year or less (365 days) in duration and recorded in Account 447.
- Other payments made to renewable generators to curtail production when economical to do so and recorded in Account 555.
- "Other SPP Charges and Credits" ("Other SPP Charges and Credits" are specifically listed below, along with the anticipated FERC accounts that they will be recorded to, in Note 11 to the tariff).
- Virtual Energy Transactions and Fees for legitimate hedging purposes, as discussed in Note 12 to the tariff below.
- Hedging Transactions as discussed in Note 15 to the tariff below.
- Purchases and sales of energy outside of SPP recorded in Accounts 426 and 421, respectively.
- Transmission expense inside or outside of SPP necessary to make purchases and sales outside of SPP, which is not otherwise recovered through Evergy Kansas Central's Transmission Formula Rate or Transmission Delivery Charge, and recorded to Account 565.

Costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR are excluded.

$E_P =$  The projected emission allowance costs to be recorded in Account 509 and gains or losses of emission allowances to be recorded in Account 411.8 or Account 411.9, respectively, during the billing quarter.

$EC_P =$  The projected revenues from environmental credits to be recorded in Account 411.11 (Gains from Disposition of Environmental Credits) and Account 411.12 (Losses from Disposition of Environmental Credits) during the billing quarter. The projected costs from environmental credits to be recorded in Account 555.2 (Bundled Environmental Credits) and Account 555.3 (Unbundled Environmental Credits), as defined by FERC, during the billing quarter.

$NRCA_P =$  Projected cost to achieve sales to Company's Non-Requirements Customers during the billing quarter.

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   Month    Day    Year

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 3 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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

Sheet 3 of 10 Sheets

**RETAIL ENERGY COST ADJUSTMENT**

$S_P$  = Projected kWhs to be delivered to all Company's Requirements Customers during the billing quarter.

Requirements Customers = Retail customers of Company plus wholesale customers with agreements with a fuel clause and an initial term of 10 years or longer that provide for the explicit recovery of system average fuel expense.

Non-Requirements Customers = Wholesale customers taking service on a contract basis with an initial term of one year or longer. These customers include participation power sales contracts, and contracts with cooperatives and municipal utilities not subject to a fuel clause. Non-Requirements Customers are also customers taking service under the Solar kW tariff for that part of their service purchased under that tariff.

Note: All quarterly projected costs and sales will be derived from a production costing simulation model. Outputs from the model will include the projected costs of fuel and purchased power, and projected costs to achieve non-requirements sales. Actual costs and sales for NRCA will be derived from a production costing simulation model using actual inputs for the quarter.

The  $ACAF_P$  (Projected Annual Correction Adjustment Factor) shall be calculated as follows:

$$ACAF_P = \frac{(F_A + P_A + E_A + EC_A - NRCA_A - FAR_A +/- WR + WPWF_E - WPWF_D) + ACAB}{(.01) \times S_A}$$

Where:

$F_A$  = Actual cost of fuel expense shall explicitly include the fuel stock initially recorded in Account 151 (Fuel Stock) or Account 120 (Nuclear Fuel), assemblies in reactor plus materials and supplies initially charged to Account 154 (Plant Materials and Supplies) consumed with the fuel and related to energy production or reducing air emissions permitting the generation of energy plus fuel, and other expenses directly charged to Accounts 501 (Fuel), 518 (Nuclear Fuel Expense), 547 (Fuel), 559.3 (Fuel), and 577.3 (Storage Fuel). Explicitly excluded from projected fuel cost is any internal labor charge to Accounts 501, 518, 547, 559.3, and 577.3.

$P_A$  = Actual cost of purchased power incurred during the previous ACA year. The following components shall be included in the purchased power calculation:

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 4 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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

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**RETAIL ENERGY COST ADJUSTMENT**

- Purchased power costs, including those paid to renewable generators, recorded as purchased energy costs to Account 555, inclusive of long-term (over 365 days) capacity charges for capacity purchases which are contracted after December 21, 2023, and all short-term capacity purchases of one year or less (365 days) in duration.
- Revenue received from the sale of power to third parties (including the SPP) recorded in Account 447.
- Long-Term (over 365 days) capacity revenues for capacity sales which are contracted after December 21, 2023, and all short-term capacity revenues of one year or less (365 days) in duration and recorded in Account 447.
- Other payments made to renewable generators to curtail production when economical to do so and recorded in Account 555.
- "Other SPP Charges and Credits" ("Other SPP Charges and Credits" are specifically listed below in Note 11 to the tariff).
- Virtual Energy Transactions and Fees for legitimate hedging purposes, as discussed in Note 12 to the tariff below.
- Hedging Transactions as discussed in Note 15 to the tariff below.
- Purchases and sales of energy outside of SPP recorded in Accounts 426 and 421, respectively.
- Transmission expense inside or outside of SPP necessary to make purchases and Sales outside of SPP, which is not otherwise recovered through Evergy Kansas Central's Transmission Formula Rate or Transmission Delivery Charge, and recorded to Account 565.

Costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR are excluded.

In addition, the revenue received from the Renewable Energy Program Rider, Green Solutions Connections Rider and Alternative Energy Credit Rider shall be credited as an offset to purchased power.

EA = The actual emission allowance costs recorded in Account 509 and gains or losses of emission allowances recorded in Account 411.8 or Account 411.9, respectively, during the previous ACA year.

Issued \_\_\_\_\_  
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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 5 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_ December 31, 2024 \_\_\_\_\_

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

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**RETAIL ENERGY COST ADJUSTMENT**

$EC_A =$  The actual revenues from environmental credits recorded in Account 411.11 (Gains from Disposition of Environmental Credits) and Account 411.12 (Losses from Disposition of Environmental Credits) during the previous ACA year. The costs from actual environmental credits recorded in Account 555.2 (Bundled Environmental Credits) and Account 555.3 (Unbundled Environmental Credits), as defined by FERC, during the previous ACA year.

$NRCA_A =$  The calculated actual cost to achieve sales to Company's Non-Requirements Customers during the previous ACA year.

$FAR_A =$  The actual Fuel Adjustment revenue for the previous ACA year.

$WR =$  The difference (increase or decrease) between wholesale Requirements Customers' non-fuel revenue being credited to base rates as set in the most recent base rate proceeding (the non-fuel base line revenue) and the actual non-fuel revenue received by Company in the ACA year. This difference will be (refunded)/recovered in the ACAF.

$WPWF_E =$  The three-year rolling average of actual MWh production of Western Plains Wind Farm greater than 1,193,878 MWh's beginning with the three-year average period ending December 2020, multiplied by \$20.70/MWh.

$WPWF_D =$  The three-year rolling average of actual MWh production of Western Plains Wind Farm less than 1,095,556 MWh's beginning with the three-year average period ending December 2020, multiplied by \$20.70/MWh.

$ACAB_A =$  Actual ACA balance from the previous ACA year.

$S_A =$  Actual kWhs delivered to all Company's Requirements Customers during the previous ACA year.

$ACA\ year =$  The ACA year shall begin with the delivery of energy during the first billing cycle of January and ending with the last billing cycle in December of each year. Modifications to ACAFs shall be implemented in first billing cycle of the second quarter of each year.

**NOTES TO THE TARIFF:**

- The adjustment factor will be expressed in cents per kilowatt-hour rounded to the nearest one-thousandth of a cent.

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 6 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

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

Sheet 6 of 10 Sheets

RETAIL ENERGY COST ADJUSTMENT

2. The references to Accounts within the RECA tariff are as defined in the FERC Uniform System of Accounts.
3. The FA component of the RECA Factor will be computed quarterly.
4. The Company shall submit to the State Corporation Commission of Kansas on or before the 20<sup>th</sup> of the month ending that quarter, a Retail Energy Cost Adjustment report, in a format prescribed by the Commission, showing the calculation of the next quarter's factor.
5. The Company shall submit a calculation of the ACAFP to the State Corporation Commission of Kansas on or before March 20<sup>th</sup> of each year in a format prescribed by the Commission, showing the calculation of the ACAF. The Company may elect to file for a change in the ACAF more frequently than once per year.
6. For each twelve-month billing period ending in December, any quarterly differences between actual cost and actual RECA revenue shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. The Company shall also determine any annualized over or under-recovery relative to the ACAF. The ACAF for an ACA year shall be computed as shown above. Any fuel and purchased power cost over-recovery or under-recovery shall be combined with any over-recovery or under-recovery associated with the previous year's ACAF. The total amount of any over/under recovery shall be divided by the actual sales to Requirements Customers made during the previous ACA year.
7. The ACAF shall be rounded to the nearest \$0.000001 per kWh and applied to sales billed on or after the first day of the billing month following the quarter the adjustment has been approved by the Commission or as implemented subject to refund. The ACAF for the current ACA year shall remain in effect until superseded by an ACAF for a subsequent period.
8. Service hereunder is subject to the Company's General Rules and Regulations as approved by the State Corporation Commission of Kansas and any modifications subsequently approved.
9. All provisions of this rate schedule are subject to changes made by order of the regulatory authority having jurisdiction.
10. The WR base line revenue will remain unchanged until a general rate proceeding at which time it will be updated to the current non-fuel revenue reflected in base rates.

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 7 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 7 of 10 Sheets

RETAIL ENERGY COST ADJUSTMENT

11. Costs and revenues incurred due to participation in markets associated with RTO's need not be detailed below to be considered F, P or E should the RTO implement a new market settlement charge type not listed below. If the RTO receives approval by FERC to remove or add new charges or credits, Evergy Kansas Central will be permitted to include those new charges or credits in this RECA calculation. Upon notice of such changes, Evergy Kansas Central will notify Staff in writing to the inclusion of the new charges or credits.

The following are Southwest Power Pool ("SPP") market settlement charge types:

- Day Ahead Ramp Capability Up Amount
- Day Ahead Ramp Capability Down Amount
- Day Ahead Ramp Capability Up Distribution Amount
- Day Ahead Ramp Capability Down Distribution Amount
- Day Ahead Regulation Down Service Amount
- Day Ahead Regulation Down Service Distribution Amount
- Day Ahead Regulation Up Service Amount
- Day Ahead Regulation Up Service Distribution Amount
- Day Ahead Spinning Reserve Amount
- Day Ahead Spinning Reserve Distribution Amount
- Day Ahead Supplemental Reserve Amount
- Day Ahead Supplemental Reserve Distribution Amount
- Real Time Contingency Reserve Deployment Failure Amount
- Real Time Contingency Reserve Deployment Failure Distribution Amount
- Real Time Ramp Capability Up Amount
- Real Time Ramp Capability Down Amount
- Real Time Ramp Capability Up Distribution Amount
- Real Time Ramp Capability Down Distribution Amount
- Real Time Ramp Capability Non-Performance Amount
- Real Time Ramp Capability Non-Performance Distribution Amount
- Real Time Regulation Service Deployment Adjustment Amount
- Real Time Regulation Down Service Amount
- Real Time Regulation Down Service Distribution Amount
- Real Time Regulation Non-Performance
- Real Time Regulation Non-Performance Distribution
- Real Time Regulation Up Service Amount
- Real Time Regulation Up Service Distribution Amount
- Real Time Spinning Reserve Amount

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(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 8 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

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RETAIL ENERGY COST ADJUSTMENT

- Real Time Spinning Reserve Distribution Amount
- Real Time Supplemental Reserve Amount
- Real Time Supplemental Reserve Distribution Amount
- Day Ahead Asset Energy
- Day Ahead Non-Asset Energy
- Day Ahead Virtual Energy Amount
- Real Time Asset Energy Amount
- Real Time Non-Asset Energy Amount
- Real Time Virtual Energy Amount
- Transmission Congestion Rights Funding Amount
- Transmission Congestion Rights Daily Uplift Amount
- Transmission Congestion Rights Monthly Payback Amount
- Transmission Congestion Rights Annual Payback Amount
- Transmission Congestion Rights Annual Closeout Amount
- Transmission Congestion Rights Auction Transaction Amount
- Auction Revenue Rights Funding Amount
- Auction Revenue Rights Uplift Amount
- Auction Revenue Rights Monthly Payback Amount
- Auction Revenue Annual Payback Amount
- Auction Revenue Rights Annual Closeout Amount
- Day Ahead Demand Reduction Amount
- Day Ahead Demand Reduction Distribution Amount
- Day Ahead Grandfathered Agreement Carve Out Daily Amount
- Grandfathered Agreement Carve Out Distribution Daily Amount
- Day Ahead Grandfathered Agreement Carve Out Monthly Amount
- Grandfathered Agreement Carve Out Distribution Monthly Amount
- Day Ahead Grandfathered Agreement Carve Out Yearly Amount
- Grandfathered Agreement Carve Out Distribution Yearly Amount
- Day Ahead Make Whole Payment Amount
- Day Ahead Make Whole Payment Distribution Amount
- Day Ahead Combined Interest Resource Adjustment Amount
- Real Time Combined Interest Resource Adjustment Amount
- Miscellaneous Amount
- Reliability Unit Commitment Make Whole Payment Amount
- Real Time Out of Merit Amount
- Reliability Unit Commitment Make Whole Payment Distribution Amount
- Over Collected Losses Distribution Amount

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 10 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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Sheet 10 of 10 Sheets

**RETAIL ENERGY COST ADJUSTMENT**

shall provide by Account, by SPP Charge Type for SPP transactions, the net change in the Account balance, and MWh's purchased or sold for the month.

15. Hedging Transactions, as approved by the Commission in Docket No. 23-EKCE-846-TAR, shall be included as a recoverable expense or revenue, recorded to Account 447, Account 501, Account 518, Account 547, Account 555, Account 559.3, or Account 577.3, as long as the transaction serves a legitimate hedging purpose such as:

- In support of physical operation related to coal, fuel, oil, natural gas, or nuclear;
- In anticipation of significant deviations in load or weather forecast; or
- Other situations in which the primary purpose of entering into the physical or financial transaction is to reduce the open price exposure risk to Evergy Kansas Central ratepayers.

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 1 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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Sheet 1 of 10 Sheets

**RETAIL ENERGY COST ADJUSTMENT**

**APPLICABILITY**

To all bills rendered by Company (Evergy Kansas Central, Inc. and Evergy Kansas South, Inc. Company) for utility service, permitting recovery of fuel cost.

**BASIS FOR ADJUSTMENT**

A Retail Energy Cost Adjustment (RECA) shall be added to a customer's bill by multiplying the number of kilowatt-hours delivered over the billing month by a RECA Factor determined by the following formula:

$$\text{RECA Factor} = \text{FA}$$

The FA (Fuel Adjustment) component of the RECA Factor shall be calculated quarterly as follows:

$$FA = \frac{(F_p + P_p + E_p + EC_p - NRCA_p)}{(.01) \times S_p} + ACAF_p$$

Where:

F<sub>p</sub> = Projected cost of fuel expense shall explicitly include the fuel stock initially recorded in Account 151 (Fuel Stock) or Account 120 (Nuclear Fuel), assemblies in reactor plus materials and supplies initially charged to Account 154 (Plant Materials and Supplies) consumed with the fuel and related to energy production or reducing air emissions permitting the generation of energy plus fuel, and other expenses directly charged to Accounts 501 (Fuel), 518 (Nuclear Fuel Expense), 547 (Fuel), 559.3 (Fuel), and 577.3 (Storage Fuel). Explicitly excluded from projected fuel cost is any internal labor charge to Accounts 501, 518, 547, 559.3, and 577.3.

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 \_\_\_\_\_  
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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE \_\_\_\_\_ RECA \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 2 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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**RETAIL ENERGY COST ADJUSTMENT**

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$E_P$  = The projected emission allowance costs to be recorded in Account 509 and gains or losses of emission allowances to be recorded in Account 411.8 or Account 411.9, respectively, during the billing quarter.

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$NRCA_P$  = Projected cost to achieve sales to Company's Non-Requirements Customers during the billing

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Replacing Schedule \_\_\_\_\_ RECA \_\_\_\_\_ Sheet \_\_\_\_\_ 3 \_\_\_\_\_

EVERGY KANSAS CENTRAL RATE AREA

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

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**RETAIL ENERGY COST ADJUSTMENT**

quarter.

$S_P =$  \_\_\_\_\_ Projected kWhs to be delivered to all Company's Requirements Customers during the billing quarter.

Requirements Customers = Retail customers of Company plus wholesale customers with agreements with a fuel clause and an initial term of 10 years or longer that provide for the explicit recovery of system average fuel expense.

Non-Requirements Customers = Wholesale customers taking service on a contract basis with an initial term of one year or longer. These customers include participation power sales contracts, and contracts with cooperatives and municipal utilities not subject to a fuel clause. Non-Requirements Customers are also customers taking service under the Solar kW tariff for that part of their service purchased under that tariff.

Note: \_\_\_\_\_ All quarterly projected costs and sales will be derived from a production costing simulation model. Outputs from the model will include the projected costs of fuel and purchased power, and projected costs to achieve non-requirements sales. Actual costs and sales for NRCA will be derived from a production costing simulation model using actual inputs for the quarter.

The  $ACAF_P$  (Projected Annual Correction Adjustment Factor) shall be calculated as follows:

$$ACAF_P = \frac{(F_A + P_A + E_A + EC_A - NRCA_A - FAR_A +/- WR + WPWF_E - WPWF_D) + ACAB}{(.01) \times S_A}$$

Where:

$F_A =$  Actual cost of fuel expense shall explicitly include the fuel stock initially recorded in Account 151 (Fuel Stock) or Account 120 (Nuclear Fuel), assemblies in reactor plus materials and supplies initially charged to Account 154 (Plant Materials and Supplies) consumed with the fuel and related to energy production or reducing air emissions permitting the generation of energy plus fuel, and other expenses directly charged to Accounts 501 (Fuel), 518 (Nuclear Fuel Expense), 547 (Fuel), 559.3 (Fuel), and 577.3 (Storage Fuel). Explicitly excluded from projected fuel cost is any internal

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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 \_\_\_\_\_ RECA \_\_\_\_\_

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EVERGY KANSAS CENTRAL RATE AREA

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RETAIL ENERGY COST ADJUSTMENT

labor charge to Accounts 501, 518, 547, 559.3, and 577.3.

P<sub>A</sub> = Actual cost of purchased power incurred during the previous ACA year. The following components shall be included in the purchased power calculation:

- Purchased power costs, including those paid to renewable generators, recorded as purchased energy costs to Account 555, inclusive of long-term (over 365 days) capacity charges for capacity purchases which are contracted after December 21, 2023, and all short-term capacity purchases of one year or less (365 days) in duration.
- Revenue received from the sale of power to third parties (including the SPP) recorded in Account 447.
- Long-Term (over 365 days) capacity revenues for capacity sales which are contracted after December 21, 2023, and all short-term capacity revenues of one year or less (365 days) in duration and recorded in Account 447.
- Other payments made to renewable generators to curtail production when economical to do so and recorded in Account 555.
- "Other SPP Charges and Credits" ("Other SPP Charges and Credits" are specifically listed below in Note 11 to the tariff).
- Virtual Energy Transactions and Fees for legitimate hedging purposes, as discussed in Note 12 to the tariff below.
- Hedging Transactions as discussed in Note 15 to the tariff below.
- Purchases and sales of energy outside of SPP recorded in Accounts 426 and 421, respectively.
- Transmission expense inside or outside of SPP necessary to make purchases and Sales outside of SPP, which is not otherwise recovered through Evergy Kansas Central's Transmission Formula Rate or Transmission Delivery Charge, and recorded to Account 565.

Costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR are excluded.

In addition, the revenue received from the Renewable Energy Program Rider, Green Solutions Connections Rider and Alternative Energy Credit Rider shall be credited as an offset to purchased power.

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EA = The actual emission allowance costs recorded in Account 509 and gains or losses of emission allowances recorded in Account 411.8 or Account 411.9, respectively, during the previous ACA year.

EC<sub>A</sub> = The actual revenues from environmental credits recorded in Account 411.11 (Gains from Disposition of Environmental Credits) and Account 411.12 (Losses from Disposition of Environmental Credits) during the previous ACA year. The costs from actual environmental credits recorded in Account 555.2 (Bundled Environmental Credits) and Account 555.3 (Unbundled Environmental Credits), as defined by FERC, during the previous ACA year.

NRCA<sub>A</sub> = The calculated actual cost to achieve sales to Company's Non-Requirements Customers during the previous ACA year.

FAR<sub>A</sub> = The actual Fuel Adjustment revenue for the previous ACA year.

WR = The difference (increase or decrease) between wholesale Requirements Customers' non-fuel revenue being credited to base rates as set in the most recent base rate proceeding (the non-fuel base line revenue) and the actual non-fuel revenue received by Company in the ACA year. This difference will be (refunded)/recovered in the ACAF.

WPWF<sub>E</sub> = The three-year rolling average of actual MWh production of Western Plains Wind Farm greater than 1,193,878 MWh's beginning with the three-year average period ending December 2020, multiplied by \$20.70/MWh.

WPWF<sub>D</sub> = The three-year rolling average of actual MWh production of Western Plains Wind Farm less than 1,095,556 MWh's beginning with the three-year average period ending December 2020, multiplied by \$20.70/MWh.

ACAB<sub>A</sub> = Actual ACA balance from the previous ACA year.

S<sub>A</sub> = Actual kWhs delivered to all Company's Requirements Customers during the previous ACA year.

ACA year = The ACA year shall begin with the delivery of energy during the first billing cycle of January and ending with the last billing cycle in December of each year. Modifications to ACAFs shall be implemented in first billing cycle of the second quarter of each year.

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RETAIL ENERGY COST ADJUSTMENT

NOTES TO THE TARIFF:

1. The adjustment factor will be expressed in cents per kilowatt-hour rounded to the nearest one-thousandth of a cent.
2. The references to Accounts within the RECA tariff are as defined in the FERC Uniform System of Accounts.
3. The FA component of the RECA Factor will be computed quarterly.
4. The Company shall submit to the State Corporation Commission of Kansas on or before the 20<sup>th</sup> of the month ending that quarter, a Retail Energy Cost Adjustment report, in a format prescribed by the Commission, showing the calculation of the next quarter's factor.
5. The Company shall submit a calculation of the ACAFP to the State Corporation Commission of Kansas on or before March 20<sup>th</sup> of each year in a format prescribed by the Commission, showing the calculation of the ACAF. The Company may elect to file for a change in the ACAF more frequently than once per year.
6. For each twelve-month billing period ending in December, any quarterly differences between actual cost and actual RECA revenue shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs. The Company shall also determine any annualized over or under-recovery relative to the ACAF. The ACAF for an ACA year shall be computed as shown above. Any fuel and purchased power cost over-recovery or under-recovery shall be combined with any over-recovery or under-recovery associated with the previous year's ACAF. The total amount of any over/under recovery shall be divided by the actual sales to Requirements Customers made during the previous ACA year.
7. The ACAF shall be rounded to the nearest \$0.000001 per kWh and applied to sales billed on or after the first day of the billing month following the quarter the adjustment has been approved by the Commission or as implemented subject to refund. The ACAF for the current ACA year shall remain in effect until superseded by an ACAF for a subsequent period.
8. Service hereunder is subject to the Company's General Rules and Regulations as approved by the State Corporation Commission of Kansas and any modifications subsequently approved.

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RETAIL ENERGY COST ADJUSTMENT

- 9. All provisions of this rate schedule are subject to changes made by order of the regulatory authority having jurisdiction.
- 10. The WR base line revenue will remain unchanged until a general rate proceeding at which time it will be updated to the current non-fuel revenue reflected in base rates.
- 11. Costs and revenues incurred due to participation in markets associated with RTO's need not be detailed below to be considered F, P or E should the RTO implement a new market settlement charge type not listed below. If the RTO receives approval by FERC to remove or add new charges or credits, Evergy Kansas Central will be permitted to include those new charges or credits in this RECA calculation. Upon notice of such changes, Evergy Kansas Central will notify Staff in writing to the inclusion of the new charges or credits.

The following are Southwest Power Pool ("SPP") market settlement charge types:

- Day Ahead Ramp Capability Up Amount
- Day Ahead Ramp Capability Down Amount
- Day Ahead Ramp Capability Up Distribution Amount
- Day Ahead Ramp Capability Down Distribution Amount
- Day Ahead Regulation Down Service Amount
- Day Ahead Regulation Down Service Distribution Amount
- Day Ahead Regulation Up Service Amount
- Day Ahead Regulation Up Service Distribution Amount
- Day Ahead Spinning Reserve Amount
- Day Ahead Spinning Reserve Distribution Amount
- Day Ahead Supplemental Reserve Amount
- Day Ahead Supplemental Reserve Distribution Amount
- Real Time Contingency Reserve Deployment Failure Amount
- Real Time Contingency Reserve Deployment Failure Distribution Amount
- Real Time Ramp Capability Up Amount

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RETAIL ENERGY COST ADJUSTMENT

- Real Time Ramp Capability Down Amount
- Real Time Ramp Capability Up Distribution Amount
- Real Time Ramp Capability Down Distribution Amount
- Real Time Ramp Capability Non-Performance Amount
- Real Time Ramp Capability Non-Performance Distribution Amount
- Real Time Regulation Service Deployment Adjustment Amount
- Real Time Regulation Down Service Amount
- Real Time Regulation Down Service Distribution Amount
- Real Time Regulation Non-Performance
- Real Time Regulation Non-Performance Distribution
- Real Time Regulation Up Service Amount
- Real Time Regulation Up Service Distribution Amount
- Real Time Spinning Reserve Amount
- Real Time Spinning Reserve Distribution Amount
- Real Time Supplemental Reserve Amount
- Real Time Supplemental Reserve Distribution Amount
- Day Ahead Asset Energy
- Day Ahead Non-Asset Energy
- Day Ahead Virtual Energy Amount
- Real Time Asset Energy Amount
- Real Time Non-Asset Energy Amount
- Real Time Virtual Energy Amount
- Transmission Congestion Rights Funding Amount
- Transmission Congestion Rights Daily Uplift Amount
- Transmission Congestion Rights Monthly Payback Amount
- Transmission Congestion Rights Annual Payback Amount
- Transmission Congestion Rights Annual Closeout Amount
- Transmission Congestion Rights Auction Transaction Amount
- Auction Revenue Rights Funding Amount
- Auction Revenue Rights Uplift Amount
- Auction Revenue Rights Monthly Payback Amount
- Auction Revenue Annual Payback Amount
- Auction Revenue Rights Annual Closeout Amount
- Day Ahead Demand Reduction Amount
- Day Ahead Demand Reduction Distribution Amount
- Day Ahead Grandfathered Agreement Carve Out Daily Amount
- Grandfathered Agreement Carve Out Distribution Daily Amount

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EVERGY KANSAS CENTRAL RATE AREA

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RETAIL ENERGY COST ADJUSTMENT

- Day Ahead Grandfathered Agreement Carve Out Monthly Amount
- Grandfathered Agreement Carve Out Distribution Monthly Amount
- Day Ahead Grandfathered Agreement Carve Out Yearly Amount
- Grandfathered Agreement Carve Out Distribution Yearly Amount
- Day Ahead Make Whole Payment Amount
- Day Ahead Make Whole Payment Distribution Amount
- Day Ahead Combined Interest Resource Adjustment Amount
- Real Time Combined Interest Resource Adjustment Amount
- Miscellaneous Amount
- Reliability Unit Commitment Make Whole Payment Amount
- Real Time Out of Merit Amount
- Reliability Unit Commitment Make Whole Payment Distribution Amount
- Over Collected Losses Distribution Amount
- Real Time Joint Operating Agreement Amount
- Real Time Reserve Sharing Group Amount
- Real Time Reserve Sharing Group Distribution Amount
- Real Time Demand Reduction Amount
- Real Time Demand Reduction Distribution Amount
- Real Time Pseudo Tie Congestion Amount
- Real Time Pseudo Tie Losses Amount
- Unused Regulation Up Mileage Make Whole Payment Amount
- Unused Regulation Down Mileage Make Whole Payment Amount
- Revenue Neutrality Uplift Distribution Amount
- Real Time Make Whole Payment
- Real Time Make Whole Payment Distribution
- Integrated Marketplace Facilitation Administration Service
- Transmission Congestion Rights Administration Service
- Real-Time Uninstructed Resource Deviation Amount
- Real-Time Uninstructed Resource Deviation Distribution Amount
- Local Reliability Distribution Amount
- Day-Ahead Self-Incremental Energy Make Whole Payment Amount
- Real-Time Incremental Energy Make Whole Payment Amount,
- Reliability Unit Commitment ("RUC") Self-Incremental Energy Make Whole Payment Amount

- 12. Virtual Energy Transactions with SPP, (Day-Ahead Virtual Energy, Real-time Virtual Energy, and Day Ahead-Virtual Transaction Fee), shall be included as a cost of Purchased Power as long as the virtual transaction serves a legitimate hedging purpose such as:

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- In support of physical operations related to a generating resource, including but not limited to, start-up, shut-down, and unanticipated equipment failures;
- In anticipation of significant deviations in load or weather forecast; or
- Other similar situations in which the primary purpose of entering into the virtual transaction is to reduce risk to Evergy Kansas Central ratepayers.

13. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report detailing all of the Virtual Energy Transactions entered into the previous calendar month.

14. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report summarizing the activity in Accounts 447, 555, 565, 421, and 426. The report shall provide by Account, by SPP Charge Type for SPP transactions, the net change in the Account balance, and MWh's purchased or sold for the month.

15. Hedging Transactions, as approved by the Commission in Docket No. 23-EKCE-846-TAR, shall be included as a recoverable expense or revenue, recorded to Account 447, Account 501, Account 518, Account 547, Account 555, Account 559.3, or Account 577.3, as long as the transaction serves a legitimate hedging purpose such as:

- In support of physical operation related to coal, fuel, oil, natural gas, or nuclear;
- In anticipation of significant deviations in load or weather forecast; or
- Other situations in which the primary purpose of entering into the physical or financial transaction is to reduce the open price exposure risk to Evergy Kansas Central ratepayers.

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 8

(Name of Issuing Utility)

Replacing Schedule Section 8 Sheet 1

EVERGY KANSAS CENTRAL SERVICE AREA

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**GENERAL RULES AND REGULATIONS**

**8. LINE EXTENSION POLICY**

**8.01 Purpose**

The purpose of this policy is to set forth the service connection and distribution system extension requirements when one (1) or more applicants request overhead or underground electric service at premises not connected to Company's distribution system or request an alteration in service to premises already connected where such change necessitates additional investment by the Company.

**8.02 Definition of Terms**

- A. Applicant: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of an electric Distribution Extension, Extension Upgrade, or Relocation.
- B. Basic Extension Request: A request by Applicant for a Distribution Extension for which Company specified facilities are provided free of charge to the Applicant.
- C. Construction Allowance: The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction, and which is made by Company. The formula used to determine the appropriate Construction Allowance will be based on Company's feasibility model.
- D. Construction Charges: That portion of the Distribution Extension's construction costs for which the Applicant is responsible. The Electric Service Standards and the provisions in this extension policy specify which segments of service shall be furnished by Applicant and which segments are provided by Company at cost to Applicant. These charges may consist of the following components:
  - 1. Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and Company and specified in the Facilities Extension Agreement.)

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GENERAL RULES AND REGULATIONS

- 2. Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant's requisite performance as outlined in the Facilities Extension Agreement.
- E. Distribution Extension: Distribution facilities including primary and secondary distribution lines, transformers, service laterals and all appurtenant facilities and meter installation facilities installed by Company.
- F. Electric Service Standards: Company's Electric Service Standards available upon request to any Applicant, defines Company's uniform standards and requirements for installation, wiring and system design.
- G. Estimated Construction Costs: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental underground and overhead expenses connected therewith. Where special items, not incorporated in the Electric Service Standards, are required to meet construction conditions, the cost thereof shall also be included as a non-standard cost.
- H. Extension Completion Date: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Company records.
- I. Extension Upgrade: The increase in capacity of existing electric distribution facilities necessitated by Applicant's estimated electric requirements and for which Company determines that such facilities can be reasonably installed.
- J. Facilities Extension Agreement: Written agreement between Applicant and Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, etc. in accordance with this extension policy.
- K. Indeterminate Service: Service that is of an indefinite or indeterminate nature where the amount and permanency of service cannot be reasonably assured to predict the revenue stream from Applicant. For purposes of uniform application, "Indeterminate Service" may include such service as may be required for the speculative development of property, mobile buildings, mines, quarries, oil or gas wells, sand pits and other ventures that may reasonably be deemed to be speculative in nature.

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Replacing Schedule Section 8 Sheet 3

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GENERAL RULES AND REGULATIONS

- L. Permanent Service: Overhead or underground electric line extensions for primary or secondary service where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured.
M. Temporary Service: Any service that is of a known temporary nature, excluding service for construction power, and shall not be continued for a period longer than twelve (12) months.

8.03 General Provisions

- A. Terms and Conditions of Electric Service: Electric service hereunder is subject to all rules, regulations and ordinances of any governmental body having authority in the area in which the electric service is provided.
B. Service Classification: Company at its reasonable discretion, after consideration of Applicant's electric requirements, will designate the class of service requested as Permanent, Indeterminate or Temporary in accordance with the definitions set forth in Section 8.02.

- 1. For Temporary Service, the following will apply.

Applicant is required to pay to Company a nonrefundable Construction Charge equal to the estimated net cost of installing, owning, and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences.

- 2. For Indeterminate Service, the following will apply.

- a. Applicant shall be required to pay to Company in advance of Company's construction all the Estimated Construction Charges. The Construction Charges will be considered non-refundable.

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Replacing Schedule Section 8 Sheet 4

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**GENERAL RULES AND REGULATIONS**

- b. When the cost of extension exceeds the anticipated revenue to be derived and no secondary use of the extension is expected an additional charge to Applicant may be required to address extension removal. The additional charge will cover the cost of insurance, cost of removal, license and fees, taxes, operation and maintenance and administrative and general expenses of such facilities.
  - c. The Construction Charges will be considered non-refundable unless, at the reasonable discretion of Company and upon written request of the Applicant, the Applicant is reclassified to Permanent Service during the five years after service is established.
- C. Facility Type: Determination of facility type and route taken by those facilities will be made by Company to be consistent with the characteristics of an Applicant's requirements and the nature of Company's existing facilities in the area.
- The facilities provided will be constructed to conform to the Electric Service Standards. Except as otherwise provided, the type of construction required to serve the Applicant appropriately will be determined by Company.
- D. Extensions of Distribution Lines: Each application to the Company for electric service will be studied, as received, to determine the amount of investment warranted to supply electric service at premises not adjacent to its existing distribution facilities. At its reasonable discretion, the Company will determine the extension type and route in accordance with Applicant requested capacity, voltage, and phase among other characteristics.
- E. Distribution Extension - Contributions to Cost: Company may contribute to the cost of constructing distribution line extensions. If the project is cancelled by the Applicant, Company shall have no further obligation, and any costs associated with planning, engineering and any other reasonable costs which have already been incurred which cannot be canceled shall be reimbursed to Company by Applicant. If the Applicant's advance payment exceeds incurred costs, the difference will be reimbursed to the Applicant. Estimated construction cost estimates are valid for 90 days.

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**GENERAL RULES AND REGULATIONS**

1. Company reserves the right to modify such contribution or guarantee of revenue after actual costs become known (true-up).
  2. If Applicant or Company terminates electric service, the remaining unpaid contribution shall become immediately due and payable. Company may discontinue electric service if Applicant fails to pay the monthly installments.
  3. In any area where Company's existing distribution facilities are constructed underground, or if the governmental body having jurisdiction requires underground construction, then only underground conductors will be permitted.
- F. Underground Electric Extension: Company may make underground electric distribution system extensions when Applicant or Applicants request such extensions. Applicant or Applicants will contribute to Company an amount equal to the estimated cost differential between the total cost of the proposed underground distribution extension and the total cost of a conventional overhead distribution extension. All underground facilities installed by the Applicant shall meet the Company's specifications and be approved by the Company in advance of their installation.
1. When underground construction is used,
    - a. Off Applicant's property, Company will coordinate trenching, conduit, backfilling, and other items.
    - b. On Applicant's property, Applicant may supply trenching, conduit, backfilling, and other items.
    - c. All such in-kind work shall be constructed or completed to Company's construction specifications and in conjunction with Company's construction schedule. Company, at its reasonable discretion, shall require Applicant's in-kind work to be redone if not constructed according to Company's construction specifications.

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 8

(Name of Issuing Utility)

Replacing Schedule Section 8 Sheet 6

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(Territory to which schedule is applicable)

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- G. Right-of-Way Limitations: Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and/or easements satisfactory to Company have been received. Company shall not in any case be required to secure private rights-of-way or easements for the purpose of making extensions of electric distribution lines or other facilities to property owned or otherwise controlled by Applicant. Applicant may provide or procure for Company such private rights-of-way and/or easements as are satisfactory to Company for the construction, operation, and maintenance by Company of its facilities necessary or incidental to the supplying of electric service. Such rights-of-way and/or easements shall be free and clear of obstructions and trees when it interferes with construction and operation of the extension and graded to within six (6) inches of final grade by Applicant. Costs to remove such obstructions and prepare grading are the Applicant's responsibility. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions required. However, Company will not make extensions on streets or alleys not covered by lawful franchise grants or any applicable statute or regulation.
  
- H. Relocation of Company Facilities: Applicant shall consult Company before beginning any construction that may affect Company's facilities. Applicant 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. Applicant 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. Applicant shall reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at Applicant's request. Company's facilities shall be removed or relocated only by Company's employees, agents, or authorized representatives. If Applicant's request to relocate Company's facilities is associated with Applicant's expansion, then Section 8.06 Extensions of Lines to Non- Residential Applicants shall apply.
  
- I. Ownership of Facilities: Except as noted below, all Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of Company once approved and accepted by Company.

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**GENERAL RULES AND REGULATIONS**

- 1. Residential customers shall retain ownership of underground conduits between the meter and the Company transformer.
- 2. Non-residential customers shall retain ownership of underground conduits and conductors between the meter and the Company transformer.

**8.04 Permanent Residential Extensions**

**A. Residential Line Extensions to Permanent Single Family Homes (Basic Extension Request)**

- 1. Residential Applicants shall mean those Applicants having single or multiple units within a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy, 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 Applicant's household, home, detached garage on the same premise as Applicant's home, or place of dwelling for the maintenance or improvement of Applicant's quality of life. Residential Applicant uses shall also include domestic premises served through one meter that have been converted from one to no more than four single-family dwelling units each having separate kitchen facilities; and also premises in which four 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. The Company has reasonable discretion in determining if a proposed load is Residential.
- 2. Company shall calculate and contribute the cost to construct a standard one-quarter (1/4) mile extension from the nearest existing electric distribution line having sufficient capacity to provide adequate electric service to Applicant along easements, streets, roads, highways, and alleys. The standard one-quarter (1/4) mile extension will consist of the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per Residential Applicant.

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- 3. Applications for electric service beyond the Basic Extension Request, such as requests requiring more than 25 kVA of transformer capacity, extensions of three-phase service, line extensions further than ¼ mile, or line extensions requiring more than available distribution voltage are reserved for special consideration by Company. With respect to those applications, Company may require Applicant to provide contribution or guarantee of revenue. If, in Company's reasonable discretion, any extension requires extraordinary construction costs or the prospective electric service usage is unlikely to generate revenues from the extension that will pay Company a fair return on its investment, Company reserves the right to:
  - a. require Applicant contribution sufficient to compensate Company for the expense in excess of the Basic Extension,
  - b. a satisfactory guarantee of revenue.
- 4. In the absence of special arrangements, Company requires the Applicant contribution or a guarantee of revenue in advance of any construction or modification of Company's facilities. Company reserves the right and the customer may request to modify such contribution or guarantee of revenue after actual costs becomes known (true-up). The term "estimated cost" as used herein will be estimated cost for materials, labor and work equipment, plus Company's related overheads. Company may allow Applicant to pay their contribution in equal monthly installments with a 15% down payment. This may come in the form of a unique Customer Charge or an increase to an existing monthly Customer Charge over sixty consecutive bills.

B. Residential Line Extensions to Permanent Mobile Home Parks

- 1. The Company will supply individually metered electric service to each non-transient resident in a permanent mobile home court (one constructed comparable to a residential development with such facilities as paved roadways and walkways, underground water and sewer connections, finished, graded, and arranged in an orderly contiguous manner) who shall be responsible for the payment of electric service bills incurred under the applicable Residential rate schedule.

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- 2. Mobile home park owners and/or operators receiving all of the electric energy used in the park through a single meter as of November 1, 1978 may continue, at their option, to be served on such one-meter service and will be billed under Company's applicable rate schedule. However, Electric Service to each mobile home within such park will be supplied unmetered and shall not be resold on a metered basis.
- 3. Service will be supplied consistent with the terms and conditions found under the Residential Subdivision Policy, Section 8.05.

**C. Residential Line Extensions to Transient Mobile Home Parks**

- 1. Where a court is non-permanent, or where residents of a permanent court are transient, the Company, will Supply single metered electric service under an applicable general service schedule to the premises of the Owner/Operator for redistribution to the individual units and the Owner/Operator shall be responsible for payment of electric service bill to the premises. Electric service to the occupant of a mobile home is here considered an incident of occupancy and to be without a specific or separate charge by the Owner/Operator to the mobile home occupant.
- 2. Alternatively, upon Customer request and Company approval, or if the Company deems the single metered option is uneconomic or impractical, the Company will supply individually metered electric service to each unit in such courts. The Owner/Operator may not charge any resident of such unit more than the amount actually billed by the Company for usage by such unit under the Residential rate schedule and shall post in several conspicuous places on the premises a copy of the Company's applicable Residential rate schedule together with a statement as follows:
 

"The charge for electric service for each trailer space will be billed in accordance with the above rate, except that the minimum charge shall be prorated for partial month's service."
- 3. Service will be supplied consistent with the terms and conditions found under the Residential Subdivision Policy, Section 8.05.

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GENERAL RULES AND REGULATIONS

D. Resale of Electric Service

No court Owner/Operator shall attempt to meter or to sell electric energy to any occupant of mobile home space other than is herein specified. Evidence of any attempt to resell electric service shall give the Company the right to discontinue service upon 48-hour prior written notice.

E. Public Service Mobile Home Court

All electric service in any court for use other than by the occupants renting the mobile home space shall be billed to the Owner/Operator on the applicable General Service rate schedule.

F. Company will own, operate and maintain the electric distribution facilities to the points of delivery. The park Owner/Operator will install, own, and maintain the service terminals at each service location in accordance with Company specifications.

8.05 Residential Subdivision Extensions

A. Availability: Electric service will be extended to new residential subdivisions consisting of average lot sizes of five acres or less at points on the Company's existing distribution facilities.

B. Applicability: This policy is applicable to developers of residential housing areas above and beyond the scope of the Company's line extension policy. This policy is not applicable to mainlines and laterals in or near the subdivision perimeter, mobile home courts, multi-dwelling construction of more than four units, and/or construction of fewer than five residential units.

C. Purpose: This policy will encourage orderly planning and coordination between the Company and developers of residential subdivisions. It is intended to assist Applicant's request for new service installations and limit the investment in utility plant required by Company prior to eventual residential customer demand for electricity.

D. General Requirements: The Applicant shall apply to Company for the design of the electric distribution for the portion of subdivision to be built within a twelve-month period that Applicant plans to build residential housing units upon. Company shall design the initial distribution system based upon the Applicant's plan consisting of all contiguous building sites on both sides of the utility easements within the project area.

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- E. Treatment of Costs: Company will split the cost of distribution system equally with the Applicant. Applicant shall make a refundable cash deposit with the Company or provide an irrevocable letter of credit as defined in paragraph F and G below, in an amount equal to 50% of the estimated cost of infrastructure install.
  - 1. If the Applicant elects to make a deposit instead of providing an Irrevocable Letter of Credit (ILOC), the deposit for the electric distribution system will be refunded/released without interest to Applicant in full via a one-time payment when 50% of lots are metered.
    - a. The cost of electric distribution system shall be determined for Applicant's subdivision.
    - b. Applicant shall be eligible for a deposit refund/release of ILOC after construction and setting of permanent meters on at least 50% of the subdivision lots as defined by the contractual agreement for said development.
    - c. Refunds shall not exceed the Applicant's original deposit nor will refunds be made beyond a five-year period beginning from the completion date of company infrastructure installation.
  - 2. The Company's 50% share is not limited to a number of phases or number of subdivisions but is subject to Company reasonable and non-discriminatory discretion.
  - 3. Payment of any deposit or provision of an irrevocable letter of credit shall be completed by Applicant prior to the start of work.
- F. Irrevocable Letter of Credit Form Requirements:
  - 1. Must be issued by a financial institution that has authority to issue letters of credit.
  - 2. Must be issued by a financial institution that is pre-approved in writing by Company to Applicant.
  - 3. If not using Company's Letter of Credit form, the financial institution's proposed Letter of Credit must be reviewed and approved in advance by Company.

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- 4. Must identify the Company as the "Beneficiary", the financial institution as the "Issuer", and the party contracting with the Company as the "Developer" or "Principal".
- 5. Must be signed and notarized by the appropriate officer of the issuing financial institution.
- 6. Must identify the Company's project name and/or number.
- 7. Must state the maximum amount to be drawn.
- 8. Expiration date must be at least twelve months after the effective date of the letter of credit with automatic twelve (12) month extensions unless notice is given by the issuing financial institution at least ninety (90) days prior to the expiration of a term of non-renewal. Any extensions to the subdivision installation shall require extensions of the letter of credit. Letter of credit must not be revocable.
- 9. The Company shall have the unconditional right to draw on the ILOC at the end of the 5-year period in an amount equal to the unrecovered portion of the refundable deposit.
- 10. The letter of credit cannot be modified, amended or terminated prior to the expiration date without the written consent of the Company.
- 11. Any choice of law provision must elect Kansas laws as governing unless otherwise mutually agreed in writing by Company and Applicant.

**G. Irrevocable Letter of Credit Financial Institution Requirements:**

- 1. Must have authority to issue letters of credit and be regulated by a Federal or State agency.
- 2. Must be insured by the Federal Deposit Insurance Corporation (FDIC).
- 3. The address of presentation must be an office of the financial institution located within the State of Kansas, unless otherwise mutually agreed by the Company and Applicant in writing.
- 4. The principal's name on the letter of credit must be the same Applicant who- applies for the subdivision installation with the Company.

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**GENERAL RULES AND REGULATIONS**

- 5. The combined total letter of credit exposure to all affiliated Evergy companies (Evergy Kansas Central, Evergy Kansas Metro, Evergy Missouri Metro, and Evergy Missouri West) at the lending institution is limited to no more than 10% of the institution's equity capital.
- 6. If the financial institution that has issued an outstanding letter of credit to the Company has indicated its intent not to renew such letter of credit, Applicant shall provide a substitute letter of credit at least twenty (20) days prior to the expiration of that outstanding letter of credit. If the financial institution issuing a letter of credit shall fail to honor the Company's properly documented request to draw on an outstanding letter of credit or such financial institution enters bankruptcy proceedings, Applicant shall provide for the benefit of the Company.

- a. a substitute letter of credit that is issued by a financial institution acceptable to the Company, or
- b. provide the Company with cash in an amount specified by the Company to cover Applicant's continuing contractual obligations,

in either case within five (5) business days after Applicant receives notice of such refusal or bankruptcy. In all cases, the costs and expenses of establishing, renewing, substituting, canceling, increasing and reducing the amount of (as the case may be) one or more letters of credit shall be borne solely by Applicant.

H. Calculation of Excess Costs: Applicant shall be solely responsible and shall pay all costs of change orders requested by the Applicant or required by the Company, city, county or other authority. If Company installations standards are not met, the Applicant will, at its own cost, perform necessary work to bring facilities into conformance with Company standards.

I. Terms and Conditions:

- 1. Applicant shall supply all easement and rights-of-way required for the Company's facilities at no cost to the Company, on property owned and controlled by the Applicant.

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- 2. Applicant shall have clearly designated utility easements suitable for electric facilities, right of ways, lot lines and location of other utility facilities placed in or to be placed in the utility easement. Easements shall be within six inches of final grade prior to installation of Company facilities.
3. Applicant will supply trenching and installation of any required cable in duct (CID) or conduit, backfilling, and proper preparation of pad side locations for company equipment. A Company approved contractor shall be used for installation of cable in duct (CID). All such work shall be constructed or completed to the Company's construction standards, in conjunction with the Company's construction schedule, and within 25 feet of a truck accessible improved surface for ingress and egress to install, maintain, rebuild, and replace such equipment. Exceptions will be at Company discretion. Company at its sole discretion shall require Applicant's work to be redone if not constructed to Company's construction standards.
4. Service under this rate schedule is subject to Company's General Terms and Conditions presently on file with the Commission and any modifications subsequently approved. All provisions of this policy are subject to changes made by order of the regulatory authority having jurisdiction.

8.06 Permanent Non-Residential Extensions

- A. Each application to Company for electric service requiring an extension to a non-residential customer of Company's existing distribution facilities will be studied by Company, as received. Company may determine the amount of investment warranted by Company in making such extension and the Applicant Contribution In Aid of Construction, giving full consideration to the Applicant's load requirements and characteristics and Company's estimated revenue from the Applicant during the term of Applicant's service agreement as may be required by Company. In the absence of special arrangements between the Applicant and Company, the Applicant shall pay Company for any cost of such extension in excess of the investment warranted by Company.
B. In those areas where the Company determines to provide underground network service, the Company shall furnish, install, own, operate, and maintain the underground conductors, at its own cost and expense, a maximum of 10 feet onto the Applicant's premises. If additional length

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conductors are required, the Applicant shall reimburse the Company for its added expense. The Company will make all electrical connections to the Applicant's distribution system.

C. The following calculation of Applicant's Contribution In Aid of Construction (CIAC) will be applied to extensions of non-residential electric service, as necessary.

- 1. CIACOH = Estimated Construction Cost - (4 x expected annual non-fuel energy charge revenue) - (4 x Expected annual demand charge revenue) - (4 x expected annual customer charge revenue)
2. CIACTotal = CIACOH + Underground differential cost
3. If the estimated revenue is greater than the Estimated Construction Costs, then no CIAC shall be required. If the revenue/construction comparison shows a CIAC to be required, Applicant will pay to Company prior to Company making the extension. When Applicant secures additional load, such payment may be waived upon Company's prior written approval.
4. Company may at its option increase the results of the formula above for the effects of income tax provided the income tax effect is greater than \$40,000.

D. The Company, at its discretion, may substitute a predefined standard revenue allowance for situations where similar requests for electric service are expected, instead of revenue estimates identified in the proceeding CIAC calculation.

8.07 Redundant or Emergency Service

Company may provide a redundant, duplicate or emergency service to Applicant upon request but shall be fully compensated by Applicant. The cost of providing necessary facilities shall be estimated by Company. Payment in full is required from Applicant before equipment is ordered. Company may permit Applicant to pay the outstanding amount in equal monthly installments or make other suitable arrangements to guarantee recovery of the additional costs. Company will not make guarantees for redundant capacity.

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**GENERAL RULES AND REGULATIONS**

**8.08 Cost Recovery for Large or Transmission Level Construction Projects**

For large customer projects or projects involving the Company transmission system for service, the Company may,

- A. require the Customer, the Customer representative or Developer to provide a financial guarantee before planning, sourcing, and construction of requested facilities. The financial guarantee may take the form of a contractual guarantee, letter of credit or other form suitable to the Company. In lieu of a financial guarantee, a prepayment suitable to cover the planning, sourcing, and construction costs may be accepted. The Company will place the prepayment into escrow subject to mutually defined terms. If the terms are met, the Company will refund the prepayment, otherwise the prepayment is retained by the Company and applied to the cost incurred for that project.
- B. allow Customer to pay other construction and extension-related costs in the form of monthly installments included as part of the regular monthly billing for electric service. Terms associated with these installments will be established with each Customer as needed to support their respective project.
- C. for extensions of transmission or substation facilities, any Customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs do not include any resulting Network Upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any Service Agreements required by the applicable rate schedule as a condition for any construction to commence.

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GENERAL RULES AND REGULATIONS

8. LINE EXTENSION POLICY

8.01 Purpose

8.01

The purpose of this policy is to set forth the service connection and distribution system extension requirements when one (1) or more applicants request overhead or underground electric service at premises not connected to Company's distribution system or request an alteration in service to premises already connected where such change necessitates additional investment by the Company.

8.02 Definition of Terms

8.02

- A. Applicant: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of an electric Distribution Extension, Extension Upgrade, or Relocation.
- B. Basic Extension Request: A request by Applicant for a Distribution Extension for which Company specified facilities are provided free of charge to the Applicant.
- C. Construction Allowance: The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction, and which is made by Company. The formula used to determine the appropriate Construction Allowance will be based on Company's feasibility model.
- D. Construction Charges: That portion of the Distribution Extension's construction costs for which the Applicant is responsible. The Electric Service Standards and the provisions in this extension policy specify which segments of service shall be furnished by Applicant and which segments are provided by Company at cost to Applicant. These charges may consist of the following components:
  - a. 1. Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and Company and specified in the Facilities Extension Agreement.)

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~~b-2.~~ Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant's requisite performance as outlined in the Facilities Extension Agreement.

- E. Distribution Extension: Distribution facilities including primary and secondary distribution lines, transformers, service laterals and all appurtenant facilities and meter installation facilities installed by Company.
- F. Electric Service Standards: Company's Electric Service Standards available upon request to any Applicant, defines Company's uniform standards and requirements for installation, wiring and system design.
- G. Estimated Construction Costs: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental underground and overhead expenses connected therewith. Where special items, not incorporated in the Electric Service Standards, are required to meet construction conditions, the cost thereof shall also be included as a non-standard cost.
- H. Extension Completion Date: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Company records.
- I. Extension Upgrade: The increase in capacity of existing electric distribution facilities necessitated by Applicant's estimated electric requirements and for which Company determines that such facilities can be reasonably installed.
- J. Facilities Extension Agreement: Written agreement between Applicant and Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, etc. in accordance with this extension policy.
- K. Indeterminate Service: Service that is of an indefinite or indeterminate nature where the amount and permanency of service cannot be reasonably assured to predict the revenue stream from Applicant. For purposes of uniform application, "Indeterminate Service" may include such service as may be

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(Name of Issuing Utility)

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required for the speculative development of property, mobile buildings, mines, quarries, oil or gas wells, sand pits and other ventures that may reasonably be deemed to be speculative in nature.

- L. Permanent Service: Overhead or underground electric line extensions for primary or secondary service where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured.
- M. Temporary Service: Any service that is of a known temporary nature, excluding service for construction power, and shall not be continued for a period longer than twelve (12) months.

**8.03 General Provisions**

~~8.03~~

- A. Terms and Conditions of Electric Service: Electric service hereunder is subject to all rules, regulations and ordinances of any governmental body having authority in the area in which the electric service is provided.
- B. Service Classification: Company at its reasonable discretion, after consideration of Applicant's electric requirements, will designate the class of service requested as Permanent, Indeterminate or Temporary in accordance with the definitions set forth in Section 8.02.

1. For Temporary Service, the following will apply.

~~1.~~

- a. Applicant is required to pay to Company a nonrefundable Construction Charge equal to the estimated net cost of installing, owning, and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences.

2. For Indeterminate Service, the following will apply.

~~2.~~

- a. Applicant shall be required to pay to Company in advance of Company's construction all the Estimated Construction Charges. The Construction Charges will be considered non-refundable.

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- b. When the cost of extension exceeds the anticipated revenue to be derived and no secondary use of the extension is expected an additional charge to Applicant may be required to address extension removal. The additional charge will cover the cost of insurance, cost of removal, license and fees, taxes, operation and maintenance and administrative and general expenses of such facilities.
- c. The Construction Charges will be considered non-refundable unless, at the reasonable discretion of Company and upon written request of the Applicant, the Applicant is reclassified to Permanent Service during the five years after service is established.
- C. Facility Type: Determination of facility type and route taken by those facilities will be made by Company to be consistent with the characteristics of an Applicant's requirements and the nature of Company's existing facilities in the area.
  - 4. The facilities provided will be constructed to conform to the Electric Service Standards. Except as otherwise provided, the type of construction required to serve the Applicant appropriately will be determined by Company.
- D. Extensions of Distribution Lines: Each application to the Company for electric service will be studied, as received, to determine the amount of investment warranted to supply electric service at premises not adjacent to its existing distribution facilities. At its reasonable discretion, the Company will determine the extension type and route in accordance with Applicant requested capacity, voltage, and phase among other characteristics.
- E. Distribution Extension - Contributions to Cost: Company may contribute to the cost of constructing distribution line extensions. If the project is cancelled by the Applicant, Company shall have no further obligation, and any costs associated with planning, engineering and any other reasonable costs which have already been incurred which cannot be canceled shall be reimbursed to

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Company by Applicant. If the Applicant's advance payment exceeds incurred costs, the difference will be reimbursed to the Applicant. Estimated construction cost estimates are valid for 90 days.

1. Company reserves the right to modify such contribution or guarantee of revenue after actual costs become known (true-up).
2. If Applicant or Company terminates electric service, the remaining unpaid contribution shall become immediately due and payable. Company may discontinue electric service if Applicant fails to pay the monthly installments.
3. In any area where Company's existing distribution facilities are constructed underground, or if the governmental body having jurisdiction requires underground construction, then only underground conductors will be permitted.

F. Underground Electric Extension: Company may make underground electric distribution system extensions when Applicant or Applicants request such extensions. Applicant or Applicants will contribute to Company an amount equal to the estimated cost differential between the total cost of the proposed underground distribution extension and the total cost of a conventional overhead distribution extension. All underground facilities installed by the Applicant shall meet the Company's specifications and be approved by the Company in advance of their installation.

1. When underground construction is used,
  - a. Off Applicant's property, Company will coordinate trenching, conduit, backfilling, and other items.
  - b. On Applicant's property, Applicant may supply trenching, conduit, backfilling, and other items.
  - c. All such in-kind work shall be constructed or completed to Company's construction specifications and in conjunction with Company's construction schedule. Company, at its reasonable discretion, shall require Applicant's in-

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kind work to be redone if not constructed according to Company's construction specifications.

- G. Right-of-Way Limitations: Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and/or easements satisfactory to Company have been received. Company shall not in any case be required to secure private rights-of-way or easements for the purpose of making extensions of electric distribution lines or other facilities to property owned or otherwise controlled by Applicant. Applicant may provide or procure for Company such private rights-of-way and/or easements as are satisfactory to Company for the construction, operation, and maintenance by Company of its facilities necessary or incidental to the supplying of electric service. Such rights-of-way and/or easements shall be free and clear of obstructions and trees when it interferes with construction and operation of the extension and graded to within six (6) inches of final grade by Applicant. Costs to remove such obstructions and prepare grading are the Applicant's responsibility. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions required. However, Company will not make extensions on streets or alleys not covered by lawful franchise grants or any applicable statute or regulation.
  
- H. Relocation of Company Facilities: Applicant shall consult Company before beginning any construction that may affect Company's facilities. Applicant 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. Applicant 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. Applicant shall reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at Applicant's request. Company's facilities shall be removed or relocated only by Company's employees, agents, or authorized representatives. If Applicant's request to relocate Company's facilities is associated with Applicant's expansion, then Section 8.06 Extensions of Lines to Non- Residential Applicants shall apply.

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- I. Ownership of Facilities: Except as noted below, all Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of Company once approved and accepted by Company.
  - 1. Residential customers shall retain ownership of underground conduits between the meter and the Company transformer.
  - 2. Non-residential customers shall retain ownership of underground conduits and conductors between the meter and the Company transformer.

**8.04 Permanent Residential Extensions**

~~8.04~~

A. Residential Line Extensions to Permanent Single Family Homes (Basic Extension Request)

- 1. Residential Applicants shall mean those Applicants having single or multiple units within a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy, 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 Applicant's household, home, detached garage on the same premise as Applicant's home, or place of dwelling for the maintenance or improvement of Applicant's quality of life. Residential Applicant uses shall also include domestic premises served through one meter that have been converted from one to no more than four single-family dwelling units each having separate kitchen facilities; and also premises in which four 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. The Company has reasonable discretion in determining if a proposed load is Residential.

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- 2. Company shall calculate and contribute the cost to construct a standard one-quarter (1/4) mile extension from the nearest existing electric distribution line having sufficient capacity to provide adequate electric service to Applicant along easements, streets, roads, highways, and alleys. The standard one-quarter (1/4) mile extension will consist of the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per Residential Applicant.

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- 3. Applications for electric service beyond the Basic Extension Request, such as requests requiring more than 25 kVA of transformer capacity, extensions of three-phase service, line extensions further than 1/4 mile, or line extensions requiring more than available distribution voltage are reserved for special consideration by Company. With respect to those applications, Company may require Applicant to provide contribution or guarantee of revenue. If, in Company's reasonable discretion, any extension requires extraordinary construction costs or the prospective electric service usage is unlikely to generate revenues from the extension that will pay Company a fair return on its investment, Company reserves the right to:
  - a. require Applicant contribution sufficient to compensate Company for the expense in excess of the Basic Extension,
  - b. a satisfactory guarantee of revenue.
- 4. In the absence of special arrangements, Company requires the Applicant contribution or a guarantee of revenue in advance of any construction or modification of Company's facilities. Company reserves the right and the customer may request to modify such contribution or guarantee of revenue after actual costs becomes known (true-up). The term "estimated cost" as used herein will be estimated cost for materials, labor and work equipment, plus Company's related overheads. Company may allow Applicant to pay their contribution in equal monthly installments with a 15% down payment. This may come in the form of a unique Customer Charge or an increase to an existing monthly Customer Charge over sixty consecutive bills.

B. Residential Line Extensions to Permanent Mobile Home Parks

- 1. The Company will supply individually metered electric service to each non-transient resident in a permanent mobile home court (one constructed comparable to a residential development with such facilities as paved roadways and walkways, underground water and sewer connections, finished, graded, and arranged in an orderly contiguous manner) who shall be responsible for the payment of electric service bills incurred under the applicable Residential rate schedule.

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- 2. Mobile home park owners and/or operators receiving all of the electric energy used in the park through a single meter as of November 1, 1978 may continue, at their option, to be served on such one-meter service and will be billed under Company's applicable rate schedule. However, Electric Service to each mobile home within such park will be supplied unmetered and shall not be resold on a metered basis.
- 3. Service will be supplied consistent with the terms and conditions found under the Residential Subdivision Policy, Section 8.05.

C. Residential Line Extensions to Transient Mobile Home Parks

- 1. Where a court is non-permanent, or where residents of a permanent court are transient, the Company, will Supply single metered electric service under an applicable general service schedule to the premises of the Owner/Operator for redistribution to the individual units and the Owner/Operator shall be responsible for payment of electric service bill to the premises. Electric service to the occupant of a mobile home is here considered an incident of occupancy and to be without a specific or separate charge by the Owner/Operator to the mobile home occupant.
- 2. Alternatively, upon Customer request and Company approval, or if the Company deems the single metered option is uneconomic or impractical, the Company will supply individually metered electric service to each unit in such courts. The Owner/Operator may not charge any resident of such unit more than the amount actually billed by the Company for usage by such unit under the Residential rate schedule and shall post in several conspicuous places on the premises a copy of the Company's applicable Residential rate schedule together with a statement as follows:

"The charge for electric service for each trailer space will be billed in accordance with the above rate, except that the minimum charge shall be prorated for partial month's service."

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3. Service will be supplied consistent with the terms and conditions found under the Residential Subdivision Policy, Section 8.05.

D. Resale of Electric Service

~~4.~~ No court Owner/Operator shall attempt to meter or to sell electric energy to any occupant of mobile home space other than is herein specified. Evidence of any attempt to resell electric service shall give the Company the right to discontinue service upon 48-hour prior written notice.

E. Public Service Mobile Home Court

~~4.~~ All electric service in any court for use other than by the occupants renting the mobile home space shall be billed to the Owner/Operator on the applicable General Service rate schedule.

F. Company will own, operate and maintain the electric distribution facilities to the points of delivery. The park Owner/Operator will install, own, and maintain the service terminals at each service location in accordance with Company specifications.

8.05 Residential Subdivision Extensions

A. Availability: Electric service will be extended to new residential subdivisions consisting of average lot sizes of five acres or less at points on the Company's existing distribution facilities.

B. Applicability: This policy is applicable to developers of residential housing areas above and beyond the scope of the Company's line extension policy. This policy is not applicable to mainlines and laterals in or near the subdivision perimeter, mobile home courts, multi-dwelling construction of more than four units, and/or construction of fewer than five residential units.

C. Purpose: This policy will encourage orderly planning and coordination between the Company and developers of residential subdivisions. It is intended to assist Applicant's request for new service installations and limit the investment in utility plant required by Company prior to eventual residential customer demand for electricity.

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- D. General Requirements: The Applicant shall apply to Company for the design of the electric distribution for the portion of subdivision to be built within a twelve-month period that Applicant plans to build residential housing units upon. Company shall design the initial distribution system based upon the Applicant's plan consisting of all contiguous building sites on both sides of the utility easements within the project area.
- E. Treatment of Costs: Company will split the cost of distribution system equally with the Applicant. Applicant shall make a refundable cash deposit with the Company or provide an irrevocable letter of credit as defined in paragraph F and G below, in an amount equal to 50% of the estimated cost of infrastructure install.
  - 1. If the Applicant elects to make a deposit instead of providing an Irrevocable Letter of Credit (ILOC), the deposit for the electric distribution system will be refunded/released without interest to Applicant in full via a one-time payment when 50% of lots are metered.
    - a. The cost of electric distribution system shall be determined for Applicant's subdivision.
    - b. Applicant shall be eligible for a deposit refund/release of ILOC after construction and setting of permanent meters on at least 50% of the subdivision lots as defined by the contractual agreement for said development.
    - c. Refunds shall not exceed the Applicant's original deposit nor will refunds be made beyond a five-year period beginning from the completion date of company infrastructure installation.
  - 2. The Company's 50% share is not limited to a number of phases or number of subdivisions but is subject to Company reasonable and non-discriminatory discretion.
  - 3. Payment of any deposit or provision of an irrevocable letter of credit shall be completed by Applicant prior to the start of work.
- F. Irrevocable Letter of Credit Form Requirements:

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1. Must be issued by a financial institution that has authority to issue letters of credit.
2. Must be issued by a financial institution that is pre-approved in writing by Company to Applicant.
3. If not using Company's Letter of Credit form, the financial institution's proposed Letter of Credit must be reviewed and approved in advance by Company.
4. Must identify the Company as the "Beneficiary", the financial institution as the "Issuer", and the party contracting with the Company as the "Developer" or "Principal".
5. Must be signed and notarized by the appropriate officer of the issuing financial institution.
6. Must identify the Company's project name and/or number.
7. Must state the maximum amount to be drawn.
8. Expiration date must be at least twelve months after the effective date of the letter of credit with automatic twelve (12) month extensions unless notice is given by the issuing financial institution at least ninety (90) days prior to the expiration of a term of non-renewal. Any extensions to the subdivision installation shall require extensions of the letter of credit. Letter of credit must not be revocable.
9. The Company shall have the unconditional right to draw on the ILOC at the end of the 5-year period in an amount equal to the unrecovered portion of the refundable deposit.
10. The letter of credit cannot be modified, amended or terminated prior to the expiration date without the written consent of the Company.
11. Any choice of law provision must elect Kansas laws as governing unless otherwise mutually agreed in writing by Company and Applicant.

**G. Irrevocable Letter of Credit Financial Institution Requirements:**

1. Must have authority to issue letters of credit and be regulated by a Federal or State agency.

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- 2. Must be insured by the Federal Deposit Insurance Corporation (FDIC).
- 3. The address of presentation must be an office of the financial institution located within the State of Kansas, unless otherwise mutually agreed by the Company and Applicant in writing.
- 4. The principal's name on the letter of credit must be the same Applicant who- applies for the subdivision installation with the Company.
- 5. The combined total letter of credit exposure to all affiliated Evergy companies (Evergy Kansas Central, Evergy Kansas Metro, Evergy Missouri Metro, and Evergy Missouri West) at the lending institution is limited to no more than 10% of the institution's equity capital.
- 6. If the financial institution that has issued an outstanding letter of credit to the Company has indicated its intent not to renew such letter of credit, Applicant shall provide a substitute letter of credit at least twenty (20) days prior to the expiration of that outstanding letter of credit. If the financial institution issuing a letter of credit shall fail to honor the Company's properly documented request to draw on an outstanding letter of credit or such financial institution enters bankruptcy proceedings, Applicant shall provide for the benefit of the Company.
  - a. a substitute letter of credit that is issued by a financial institution acceptable to the Company, or
  - b. provide the Company with cash in an amount specified by the Company to cover Applicant's continuing contractual obligations,

in either case within five (5) business days after Applicant receives notice of such refusal or bankruptcy. In all cases, the costs and expenses of establishing, renewing, substituting, canceling, increasing and reducing the amount of (as the case may be) one or more letters of credit shall be borne solely by Applicant.

H. Calculation of Excess Costs: Applicant shall be solely responsible and shall pay all costs of change orders requested by the Applicant or required by the Company, city, county or other authority. If

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Company installations standards are not met, the Applicant will, at its own cost, perform necessary work to bring facilities into conformance with Company standards.

**I. Terms and Conditions:**

1. Applicant shall supply all easement and rights-of-way required for the Company's facilities at no cost to the Company, on property owned and controlled by the Applicant.
2. Applicant shall have clearly designated utility easements suitable for electric facilities, right of ways, lot lines and location of other utility facilities placed in or to be placed in the utility easement. Easements shall be within six inches of final grade prior to installation of Company facilities.
3. Applicant will supply trenching and installation of any required cable in duct (CID) or conduit, backfilling, and proper preparation of pad side locations for company equipment. A Company approved contractor shall be used for installation of cable in duct (CID). All such work shall be constructed or completed to the Company's construction standards, in conjunction with the Company's construction schedule, and within 25 feet of a truck accessible improved surface for ingress and egress to install, maintain, rebuild, and replace such equipment. Exceptions will be at Company discretion. Company at its sole discretion shall require Applicant's work to be redone if not constructed to Company's construction standards.
4. Service under this rate schedule is subject to Company's General Terms and Conditions presently on file with the Commission and any modifications subsequently approved. All provisions of this policy are subject to changes made by order of the regulatory authority having jurisdiction.

**8.06 Permanent Non-Residential Extensions**

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**GENERAL RULES AND REGULATIONS**

- A. Each application to Company for electric service requiring an extension to a non-residential customer of Company's existing distribution facilities will be studied by Company, as received. Company may determine the amount of investment warranted by Company in making such extension and the Applicant Contribution In Aid of Construction, giving full consideration to the Applicant's load requirements and characteristics and Company's estimated revenue from the Applicant during the term of Applicant's service agreement as may be required by Company. In the absence of special arrangements between the Applicant and Company, the Applicant shall pay Company for any cost of such extension in excess of the investment warranted by Company.
- B. In those areas where the Company determines to provide underground network service, the Company shall furnish, install, own, operate, and maintain the underground conductors, at its own cost and expense, a maximum of 10 feet onto the Applicant's premises. If additional length conductors are required, the Applicant shall reimburse the Company for its added expense. The Company will make all electrical connections to the Applicant's distribution system.
- C. The following calculation of Applicant's Contribution In Aid of Construction (CIAC) will be applied to extensions of non-residential electric service, as necessary.
  - 1.  $CIAC_{OH} = \text{Estimated Construction Cost} - (4 \times \text{expected annual non-fuel energy charge revenue}) - (4 \times \text{Expected annual demand charge revenue}) - (4 \times \text{expected annual customer charge revenue})$
  - 2.  $CIAC_{Total} = CIAC_{OH} + \text{Underground differential cost}$
  - 3. If the estimated revenue is greater than the Estimated Construction Costs, then no CIAC shall be required. If the revenue/construction comparison shows a CIAC to be required, Applicant will pay to Company prior to Company making the extension. When Applicant secures additional load, such payment may be waived upon Company's prior written approval.
  - 4. Company may at its option increase the results of the formula above for the effects of income tax provided the income tax effect is greater than \$40,000.

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 8

(Name of Issuing Utility)

Replacing Schedule Section 8 Sheet 17

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
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GENERAL RULES AND REGULATIONS

D. The Company, at its discretion, may substitute a predefined standard revenue allowance for situations where similar requests for electric service are expected, instead of revenue estimates identified in the proceeding CIAC calculation.

8.07 Redundant or Emergency Service

8.07

Company may provide a redundant, duplicate or emergency service to Applicant upon request but shall be fully compensated by Applicant. The cost of providing necessary facilities shall be estimated by Company. Payment in full is required from Applicant before equipment is ordered. Company may permit Applicant to pay the outstanding amount in equal monthly installments or make other suitable arrangements to guarantee recovery of the additional costs. Company will not make guarantees for redundant capacity.

8.08 Cost Recovery for Large or Transmission Level Construction Projects

8.08

For large customer projects or projects involving the Company transmission system for service, the Company may,

A. require the Customer, the Customer representative or Developer to provide a financial guarantee before planning, sourcing, and construction of requested facilities. The financial guarantee may take the form of a contractual guarantee, letter of credit or other form suitable to the Company. In leu of a financial guarantee, a prepayment suitable to cover the planning, sourcing, and construction costs may be accepted. The Company will place the prepayment into escrow subject to mutually defined terms. If the terms are met, the Company will refund the prepayment, otherwise the prepayment is retained by the Company and applied to the cost incurred for that project.

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(Name of Issuing Utility)

Replacing Schedule Section 8 Sheet 18

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**GENERAL RULES AND REGULATIONS**

B. allow Customer to pay other construction and extension-related costs in the form of monthly installments included as part of the regular monthly billing for electric service. Terms associated with these installments will be established with each Customer as needed to support their respective project.

C. for extensions of transmission or substation facilities, any Customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs do not include any resulting Network Upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any Service Agreements required by the applicable rate schedule as a condition for any construction to commence.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ LLPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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**LARGE LOAD POWER SERVICE**

**AVAILABILITY:**

For electric service through one meter to a customer using electric service for purposes other than those included in the availability provisions of the Residential Service Rate Schedule. At the Company's discretion, service may be provided through more than one meter where it is economical or preferred for the Company to do so.

Service is available under this schedule to the following types of customers based on voltage level:

Substation voltage customer - Service is taken directly out of a distribution substation at primary voltage. The customer will own the feeder circuits out of this substation.

Transmission voltage customer - The customer owns, leases, or otherwise bears financial responsibility for the distribution substation. Normally, service is taken off the Company's transmission system.

**APPLICABILITY:**

This schedule is required for a new or expanded facility beginning service after [effective date], with a load reasonably expected to be equal to or in excess of a monthly demand of one hundred thousand (100,000) kilowatts. Existing Customers, as of [effective date], whose monthly demand is reasonably expected to reach or exceed one hundred thousand (100,000) kilowatts shall be required to receive service under this schedule. Should Customer demand fall below one hundred thousand (100,000) kilowatts for any reason after receiving service under this schedule, the Customer shall remain on this schedule until service is properly terminated and changed to another rate schedule.

**TERM:**

Service Agreements under this schedule shall be for a period of fifteen (15) years, commencing on the date when permanent service is received. This term may include a transitional load period (ramp period) of no more than five (5) years.

The Service Agreement term shall remain in effect thereafter unless cancelled, modified pursuant to the terms hereunder, or the customer selects and is qualified to receive service under another applicable Company rate schedule.

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**LARGE LOAD POWER SERVICE**

**RATE:**

A. CUSTOMER CHARGE (per month):	\$751.02		
B. GRID CHARGE			
Per kW of Grid Demand per month-Substation	\$0.200		
Per kW of Grid Demand per month-Trans.	\$0.126		
C. DEMAND CHARGE:			
Per kW of Billing Demand per month	Summer Season	Winter Season	
All kW	\$15.000	\$13.000	
D. ENERGY CHARGE:			
All kWh:	Summer Season	Winter Season	
	\$0.01000	\$0.01000	

**DETERMINATION OF DEMANDS:**

Demand shall be determined by demand instruments or, at the Company's option, by demand tests.

Monthly Maximum Demand: The Monthly Maximum Demand is defined as the highest demand indicated in any 15-minute interval during the month on all meters.

Grid Demand: Grid Demand shall be equal to the highest Monthly Maximum Demand occurring in the last twelve (12) months including the current month.

Minimum Demand: Minimum Demand shall be 80% of the annual Contract Capacity.

Billing Demand: Billing Demand shall be the higher of: (a) the Monthly Maximum Demand in the current month or (b) the Minimum Demand.

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**LARGE LOAD POWER SERVICE**

**INTERIM CAPACITY:**

If the Customer's load cannot be served by the Company's existing system capabilities the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the Customer until sufficient system capacity may be supplied by the Company. The Customer and the Company must mutually agree on the terms for the interim capacity. The Customer shall be subject to an additional demand charge calculated according to these terms.

**REACTIVE DEMAND ADJUSTMENT:**

Company may determine the customer's monthly maximum 15-minute reactive demand in kilovars. In each month a charge of \$0.99294 per month shall be made for each kilovar by which such maximum reactive demand is greater than fifty percent (50%) of the customer's Monthly Maximum Demand (kW) in that month. The maximum reactive demand in kilovars shall be computed similarly to the Monthly Maximum Demand as defined in the Determination of Demands section.

**CONTRACT CAPACITY:**

The Service Agreement shall include provisions for the Customer's Contract Capacity requirement. The Contract Capacity shall be the annual peak load requirement, specified by the Customer, for the term of the Service Agreement. The Contract Capacity shall include any ramp load preceding the steady-state Contract Capacity.

Prior to expiration of the Service Agreement, the Customer must provide, and the Company agree to a Contract Capacity for the subsequent Service Agreement term.

The Customer may request to reduce the Contract Capacity during the term, at any time after the first five (5) years of the term by up to 20%, in total, by giving the Company at least 36 months written notice prior to the beginning of the year for which the reduction is sought. The Customer may reduce its contract capacity beyond 20% at any time after the first five years of the term by giving the Company at least 36 months written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a capacity reduction fee. The capacity reduction fee shall be calculated as the nominal value of the remaining Minimum Charge for the terminated/reduced capacity in excess of the 20% allowed reduction. The capacity reduction fee shall be due and payable to the Company upon the effective date of the capacity reduction.

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**LARGE LOAD POWER SERVICE**

Following receipt of proper notice, the Company will use reasonable efforts, consistent with its obligations as a public utility, to mitigate the capacity reduction fee amount owed by the Customer by evaluating the opportunity to assign the reduced capacity to serve other new Customers, to expand service to existing Customers, or otherwise secure offsetting expected revenues.

**MINIMUM MONTHLY BILL:**

The Minimum Monthly Bill shall be equal to the sum of the Customer Charge, Grid Charge, Demand Charge, and Reactive Demand Adjustment.

**SUMMER AND WINTER SEASONS:**

For determination of seasonal periods, the four (4) summer months shall be defined as the four (4) calendar months of June through September. The eight (8) winter months shall be defined as the eight (8) calendar months of October through May. Customer billing periods shall align with calendar months. In the event that a rate or rider rate changes within a calendar month, customer charges and demand-based rates will be prorated based on the number of days of the month subject to each rate, and energy rates will be calculated based on actual usage under each applicable rates.

**TERMINATION OR CHANGE OF SCHEDULE:**

The Customer may terminate service under this schedule, and no longer be a customer of the Company or seek service under another applicable schedule, after written notice to the Company. The Customer shall provide written notice to the Company, no later than thirty-six (36) months prior to the requested date of termination or schedule change.

Upon termination of service under this schedule, the Customer is required to pay an exit fee equal to the minimum charges for the remaining period of the term or for twelve (12) months of service, whichever is greater. If a Customer selects to receive service under another applicable Company rate schedule, no exit fee shall be applied.

If the Customer is receiving any Interim Capacity at the time of written notice, the Company and Customer shall take steps to repurpose the related capacity contract(s) prior to termination of service under this schedule. If the Interim Capacity cannot be repurposed, the Customer will be responsible for all costs associated with termination of the capacity contract(s).

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**LARGE LOAD POWER SERVICE**

**COLLATERAL REQUIREMENTS:**

In addition to the Credit terms in the Company's General Rules and Regulations, the Customer shall provide collateral to the Company ("Collateral Requirement") based upon the creditworthiness of the Customer and as outlined below.

The amount of collateral to be provided is equal to thirty-six (36) months multiplied by the maximum expected monthly bill under the Contract Capacity established for the upcoming year. The amount of collateral under the foregoing calculation will be recomputed annually, and the Customer shall provide the recomputed amount if it is 10% or more, greater than the current amount held.

A Customer with a credit rating of at least A- from S&P and A3 from Moody's and liquidity greater than ten times the Collateral Requirement shall be exempt from the Collateral Requirements. A Customer that does not have a credit rating from S&P and Moody's but maintains liquidity greater than ten times the Collateral Requirement (evidenced by providing quarterly financial statements and certification that on the date financial statements are provided that the Customer's liquidity meets the ten times threshold) shall be exempt from 50 percent of the Collateral Requirements not to exceed an exemption of more than \$250 million.

The Collateral Requirement must be provided in one or more of the following forms:

- a. A guarantee from the ultimate parent or a corporate affiliate of the Customer for the full Collateral Requirement, so long as the guarantor has both (a) a credit rating of at least A- from S&P and A3 from Moody's and (b) liquidity greater than ten times the Collateral Requirement; or
- b. A standby irrevocable Letter of Credit ("Letter of Credit") for the full Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Large Load Customer or its guarantor, with a credit rating of at least A- from S&P and A3 from Moody's. Such security must be issued for a minimum term of 360 days. The Customer must cause the renewal or extension of the security for additional consecutive terms of 360 days or more no later than 30 days prior to each expiration date of the security. If the security is not renewed or extended as required herein, the Company will have the right to draw immediately upon the Letter of Credit and be entitled to hold the amounts so drawn as security. The Letter of Credit must be in a format acceptable to and approved by the Company; or
- c. Cash for the full Collateral Requirement.

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**LARGE LOAD POWER SERVICE**

**SPECIAL TERMS:**

Customers receiving service under this schedule are required to enter in a written Service Agreement that specifies certain provisions of their electric service, including, but not limited to, load characteristics, customer-specific terms, applicable construction cost recovery terms, and other service details, including definition of operating procedures.

The terms and conditions of service under this this schedule shall apply upon a request for service by an eligible customer but service to Customers under this schedule shall not commence until the Company has sufficient capacity to meet the Customer's Contract Capacity requirements.

A facility served under this schedule shall generally mean a single point of interconnection. Aggregation of loads under this schedule shall be limited. The Company shall exercise reasonable discretion when choosing to aggregate loads, with such discretion based on factors including, but not limited to, premises sharing one or more of the following: common owner(s), a common parent company, common local electrical infrastructure, physical layout, character of service, end use, and common control.

**ADJUSTMENTS AND SURCHARGES:**

The rates hereunder are subject to adjustment as provided in the following schedules:

- Energy Cost Adjustment (ECA)
- Energy Efficiency Rider (EER)
- Property Tax Surcharge (PTS)
- Tax Adjustment (TA)
- Transmission Delivery Charge (TDC)
- System Support Rider (SR)

**CONDITIONS:**

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

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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EVERGY KANSAS METRO RATE AREA

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**ALTERNATIVE ENERGY CREDIT RIDER**

**AVAILABILITY:**

This Program is available on a limited and voluntary basis to non-residential Kansas Metro Customers currently receiving permanent electric service from the Company through Schedules SGS, MGS, LGS, LPS or LLPS who have an annual average monthly peak demand greater than 200 kilowatts (kW). Customers that have an aggregate electric load of at least 2.5 megawatts (MW) based upon peak annual demand and an average of 200 kW per account.

The Company may deem a Subscriber ineligible for this Program if the Subscriber has received a disconnection notice within twelve (12) months preceding its submission of a Participation Agreement, or as set forth in the applicable terms and conditions in the Participation Agreement.

**APPLICABILITY:**

The purpose of the Alternative Energy Credit Rider program ("Program") is to offer an eligible Customer an opportunity to subscribe to Alternative Energy Credits ("AECs") that are associated with Company-owned nuclear energy resources. The AECs are then included in the Subscriber's energy accounting for a separately agreed to subscription term. The Company shall have the AECs annually certified by a third-party. Under the Program, a Subscriber may agree to receive AEC for a term of one (1), three (3) or five (5) years.

**DEFINITIONS:**

For purposes of this Program, the following definitions apply:

Alternative Energy: Electricity that is generated using Company-owned nuclear energy resources.

Alternative Energy Credits ("AECs"): Attributes from one thousand (1,000) kilowatt hours (kWh) of electricity generated from a Company-owned nuclear energy resource.

Alternative Energy Credit Rate ("AEC Rate"): A dollar per megawatt hour (\$/MWh) rate applicable to a Subscriber's monthly amount of Alternative Energy generation. There is a separate Alternative Energy Credit Rate for each agreement term length (1, 3, or 5 years).

Alternative Energy Credit Charge ("AEC Charge"): The AEC Charge shall be calculated monthly as the Subscriber's monthly average subscription (MWh) multiplied by the AEC Rate for specified Participant

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**ALTERNATIVE ENERGY CREDIT RIDER**

AEC Rate Pricing			
Designated Resource	One Year Agreement Term	Three Year Agreement Term	Five Year Agreement Term
Wolf Creek	\$0.00866 per kWh	\$0.00827 per kWh	\$0.00788 per kWh

The Customer shall be notified of any pricing updates following Commission approval. Notification will be provided a minimum of thirty (30) days prior to being billed to the Subscriber by the Company. Notifications shall be opt-out communications, and the new rates shall be effective the first billing cycle 60 days after notice is provided.

**PROGRAM PROVISIONS:**

- The Customer should carefully consider terms and conditions in the Participation Agreement subject to participation in this Program.
- Alternative Energy shall be limited to the generation produced by Company-owned nuclear resources. Service under this rider may be limited, at the sole discretion of the Company, to such available resources.
- Certain factors may result in less Alternative Energy being available for this Program than anticipated. If the Alternative Energy generated is not sufficient to meet the sum of the annual Program subscriptions during a calendar year, the Company shall refund each participating Customer an amount equal to the AEC Rate multiplied by the difference between the Subscriber's annual subscription and the Subscriber's pro rata annual share of the Alternative Energy subscribed generation.

**REPORTING:**

The Company shall calculate and provide the Subscriber with its total annual AECs consistent with the Subscriber's subscription, which shall occur in the first quarter of the year following the prior annual year subscription (e.g. in first quarter of 2026 for a 2025 annual subscription).

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**ALTERNATIVE ENERGY CREDIT RIDER**

**CONDITIONS:**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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**CUSTOMER CAPACITY RIDER**

**AVAILABILITY:**

This rider is available to Customers receiving permanent electric service under the Company's retail rate Schedule LLPS, subject to Company's capacity need and the Company's full discretion. Contractual bilateral agreements for accredited capacity shall be for amounts no less than a monthly average of 10,000 kilowatts (kW) per year.

**APPLICABILITY:**

The Customer Capacity Rider permits an eligible Customer to sell complete rights to capacity contracted from existing resources in the Customer's own supply portfolio to the Company to fulfill some, or all, of the capacity required to serve the Customer. The Customer will receive a bill credit for the supplied capacity, reducing the Customer's demand cost within the applicable monthly billing cycle.

**TERM:**

The specific term shall be established under the respective bilateral agreement executed between the Customer and Company.

**BILLING:**

The Customer shall receive a credit equal to the price difference between the Schedule LLPS Demand Charge price and the negotiated pricing in the capacity contract for each accredited kW of contracted customer capacity, reduced by the applicable Southwest Power Pool ("SPP") planning reserve margin. Details concerning the amount of capacity contracted, and the negotiated price will be memorialized in the Schedule LLPS Service Agreement.

Accreditation and planning reserve margin requirements shall follow SPP protocols and shall be seasonally differentiated, following established SPP processes and revised as needed to reflect any changes. The Company and Customer shall define the accredited capacity amounts and planning reserve margin requirements as part of the bilateral capacity contracting process. Details concerning the amount of capacity contracted, and the negotiated price will be memorialized in the Schedule LLPS Service Agreement. Seasonal periods align with the seasonal periods established by the Customers rate for electric service. Should the SPP seasons and Company billing seasons not align, the Customer and the Company will define the seasonal amounts within the bilateral capacity contract.

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**CUSTOMER CAPACITY RIDER**

Customer capacity contracted under this rider shall be excluded from the Company Energy Cost Adjustment/Fuel Adjustment Charge.

**PROGRAM PROVISIONS:**

The contractual bilateral agreement shall transfer all rights to the Company and provide provisions that include, but not limited to, the capacity amount, the capacity accreditation, capacity price, deliverability terms and any other term necessary to define the expected capacity to be received. The accredited capacity amount shall be determined by seasonal capacity accreditation (annually for both summer and winter), as determined by the pertinent SPP methodology.

The Customer's capacity may be Customer-owned, or Customer-contracted, and shall be transferred to the Company via the contractual bilateral agreement. Capacity associated with resources located behind the Customer meter are not acceptable for use under this rider.

The Customer's capacity must be deliverable to the appropriate Company load node. The Customer shall be responsible for the transmission deliverability costs, as determined by SPP.

Customer capacity shall not be detrimental, either operationally, or economically, to the Company's existing electrical system, as determined in the Company's sole discretion.

Annually, the Company shall examine the accredited capacity it receives as compared to the contracted capacity. If the Customer-supplied capacity is less than the contracted amount, the Customer shall be obligated to pay a "make-whole payment" for the difference between the expected contracted capacity amount and seasonal accredited capacity actually received in that year (the "Capacity Shortfall Payment"). The Capacity Shortfall Payment shall be calculated in accordance with the following formula: (Expected Contracted Capacity – Actual Received Accredited Capacity x 1,000 kW/MW) x Applicable Customer Rate Demand Charge. If the actual Customer-supplied capacity is greater than the contracted amount, the Customer will be compensated for each additional kW at the negotiated price in the bilateral contract agreement.

If the Customer terminates service with the Company, the Company and Customer agree that the bilateral contract established under this rider shall be examined and the Company may take steps to terminate or revise the bilateral contract to enable continued delivery of capacity to the Company, as mutually agreed.

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Darrin Ives, Vice President

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ CCR \_\_\_\_\_

Replacing Schedule \_\_\_\_\_ Initial \_\_\_\_\_ Sheet 3

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_

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

Sheet 3 of 3 Sheets

**CUSTOMER CAPACITY RIDER**

**CONDITIONS:**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ CER \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ Initial \_\_\_\_\_ Sheet 1

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

Sheet 1 of 4 Sheets

**CLEAN ENERGY RIDER**

**AVAILABILITY:**

This Rider is available to any Customer receiving permanent electric service under the Company's LLPS retail rate schedule or any prospective customer who has executed a Service Agreement with the Company but has not yet received service under the LLPS retail rate schedules.

**APPLICABILITY:**

The Clean Energy Choice Rider provides eligible Customers with a means to influence the Company's generation resource portfolio. Within the Company's Integrated Resource Planning ("IRP") process, the eligible Customer may request clean resource types be deployed in place of or in addition to one or more resources selected in the Company's Preferred Resource Portfolio. If the Customer's requested generation is adopted by the Company as part of a Clean Energy Preferred Resource Plan, the Requesting Customer shall bear the entire cost differential arising from its specific request for clean resources. No energy or capacity will be directly provided to the Requesting Customer from the incremental clean energy resources as a result of participating in this Rider.

**DEFINITIONS:**

For purposes of this Rider, the following definitions apply:

Integrated Resource Planning: The Company's IRP (or Integrated Resource Planning process), considers and analyzes demand-side resources, supply-side resources, and renewable energy resources on an equivalent basis, subject to compliance with all legal mandates that may affect the selection of Company electric energy resources. The ultimate goal of an IRP is to develop a Preferred Resource Plan that minimizes the net present value of long-term utility costs while ensuring the Company can provide its Customers with energy services that are safe, reliable, and efficient, at just and reasonable rates, and in a manner that serves the public interest and is consistent with state energy and environmental policies.

Good Utility Practice: The practices, methods, techniques, and standards that would be implemented and followed by a prudent utility operator during the relevant time period or that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result.

Requesting Customer: An eligible Customer who requests that one or more clean energy resources be deployed in place of or in addition to the generation resources selected in the Company's Preferred

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(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ CER \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

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**CLEAN ENERGY RIDER**

Resource Plan. There may be multiple Requesting Customers who support the same Clean Energy Preferred Resource Plan

Preferred Resource Plan: This refers to what the Company has designated as its Preferred Resource Plan in its most recent IRP that has been filed with the Commission by the Company for implementation.

Clean Energy Preferred Resource Plan: A Clean Energy Preferred Resource Plan is a separate resource plan the Company may develop. If the Company elects to create a Clean Energy Preferred Resource Plan, the Company will modify its Preferred Resource Plan following an eligible Requesting Customer's request for and evaluation of certain clean resources to be modeled and deployed in place of, or in addition to one or more generation resources selected in the Company's Preferred Resource Plan. The Company retains all discretion in preparing the Clean Energy Preferred Resource Plan to ensure the Clean Energy Preferred Resource Plan meets the Company's requirements to provide safe, reliable, and efficient service. The execution of the Clean Energy Preferred Resource Plan shall be subject to gaining all appropriate regulatory approvals, and in a manner deemed satisfactory to the Company in its sole discretion.

Cost Differential: The dollar amount difference resulting from the Company's calculated net present value revenue requirement determined for the Company's Preferred Resource Plan, and Company's calculated net present value revenue requirement for the Company's Clean Energy Preferred Resource Plan. The Cost Differential shall be borne by the Requesting Customer(s) and represent a contribution to construction of the resulting clean resource(s). As set forth below, the Cost Differential is subject to adjustment based on actual costs of the Clean Energy Preferred Resource Plan. With the Requesting Customer(s) to be responsible for the differential based on actual costs of the clean energy resource(s), per the terms of the tariff and separate commercial agreement.

**PROGRAM PROVISIONS:**

All aspects of this Rider will occur within the normal timing and execution of the Company's IRP process. Prior to the execution of an IRP cycle, and preferably during the fourth quarter of a given year, a Requesting Customer shall notify the Company through the Requesting Company's Company Customer Solutions representative, its interest in modifying the Company's current Preferred Resource Plan. The Company will engage with the Requesting Customer to understand the Requesting Customer's desired clean resource modifications, will study the alternative resource scenarios, and may then develop a Clean Energy Preferred Resource Plan that attempts to reasonably accommodate the Requesting Customer's clean resource request. Upon doing so, the Company will provide the Requesting Customer with an indicative cost estimate for the associated clean resource modifications, as well as the Cost Differential of such. Should the Requesting

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**CLEAN ENERGY RIDER**

Customer request multiple clean resource modifications, the Company may model some or all of them, at its discretion. The Company will ensure any Clean Energy Preferred Resource plan meets the Company's requirements to provide safe, reliable, and efficient service for all customers.

If the Requesting Customer supports the Clean Energy Preferred Resource Plan and wishes to move forward, the Requesting Customer(s) shall execute a separate commercial agreement with the Company committing them to pay the associated Cost Differential of the Clean Energy Preferred Resource Plan, plus all administrative costs, including those associated with obtaining regulatory approvals. The Requesting Customer(s) shall be responsible for all such administrative and approval costs, even if the Clean Energy Preferred Resource Plan is not adopted or otherwise executed.

A Clean Energy Preferred Resource Plan will be submitted to the Commission through the Company's IRP process and is subject to Commission review and order. If found to meet IRP requirements by the Commission, the Company will follow Good Utility Practice to execute the Clean Energy Preferred Resource Plan including obtaining all required Commission approvals associated with resource procurement or construction. If approvals are not granted in a manner satisfactory to the Company in its sole discretion, the Company may not elect to move forward with the Clean Energy Preferred Resource Plan.

The Cost Differential in the earlier executed commercial agreement shall be updated to reflect actual costs of any and all resources included in establishing the Clean Energy Preferred Resource Plan. Unless otherwise agreed to, an installment payment price will be calculated, inclusive of any Contribution in Aide of Construction taxes, and paid by the Requesting Customer(s) over a term that is no greater than the expected life of the clean energy resource(s) selected in the Clean Energy Preferred Resource Plan.

**CHARGES AND BILLING:**

A charge representing the Cost Differential to be paid by the Requesting Customer over the specified term shall be included as a specific Levelized Charge added to the Customer's bill.

Should a Clean Energy Preferred Resource Plan include more than one Requesting Customer, the allocation of the Cost Differential shall be determined based on factors such as Requesting Customer load share, cost impacts of requested clean resource technologies, or other factors as determined by the Company.

The Economic Development Rider shall not be applied to the Levelized Charge imputed to the Requesting Customer under this rider.

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EVERGY KANSAS METRO RATE AREA

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**CLEAN ENERGY RIDER**

**TERMINATION:**

Should a Requesting Customer terminate its service at any point after the Company has executed a Clean Energy Preferred Resource Plan specific to the Requesting Customer and before the Cost Differential of the Clean Energy Preferred Resource Plan (or allocated portion) has been fully paid, the Requesting Customer shall be required to pay the outstanding Cost Differential as a single payment, and shall be subject to any additional terms and conditions set forth in a separate commercial agreement..

**RENEWABLE ATTRIBUTES:**

If applicable, the Requesting Customer shall receive the renewable attributes related to the output of the clean resource generation requested and where the Requesting Customer is paying the Cost Differential for the clean resource. The Company shall retire the renewable attributes on behalf of the customer, up to an amount equal to the Requesting Customer's annual energy usage. If the Clean Energy Preferred Resource Plan includes more than one Requesting Customer, the renewable attributes will be allocated to the Requesting Customers on the equivalent basis as the Cost Differential, as applicable.

**CLEAN RESOURCE PRODUCTION DATA:**

A Requesting Customer may request hourly output data from the Company specific to the clean resource(s) included in an adopted and executed Clean Energy Preferred Resource Plan.

**CONDITIONS:**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ DRLR \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

**AVAILABILITY:**

This rider is available to any Commercial & Industrial Customer receiving permanent electric service under the Company's retail rate Schedule LLPS subject to the terms of that schedule. Customers may participate in Schedule DRLR and other eligible Demand Response ("DR"), and Interruptible Schedules offered by the Company. To participate, the Customer shall complete the required Participation Agreement for the Program.

A Customer is not eligible if the Customer's load reduction capability is registered for demand response participation in a wholesale market directly by the Customer or via a DR Aggregator other than the Company.

**APPLICABILITY:**

The Demand Response & Local Generation Rider ("Program" or "DRLR") is designed to reduce Participant load during peak and constrained grid condition periods to improve system reliability, address resource adequacy, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to available generation or market energy purchases in the wholesale market. The Company may, in its discretion, request Participant curtailment for any of these operational or economic reasons.

**DEFINITIONS:**

For purposes of this Program the following definitions apply:

**Participant:** The Customer, specified as the Participant in the Participation Agreement, is the eligible Customer that has received notification of acceptance into the Program.

**Participation Agreement:** A non-tariffed commercial contract between the Company and Customer, used for enrollment purposes and to establish the full terms and conditions of the Program. Eligible Customers shall be required to sign the Participation Agreement prior to participating in the Program. This agreement may be provided and executed electronically.

**Reduction Amount ("RA"):** The reduction of load by the Customer either manually or automated for the duration of the DR event.

**Enrolled Load:** The total contracted load reduction specified within the Participation Agreement that the Customer may be required to reduce for each curtailment event.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

Curtailment Event (“Event”): Period when the Company determines the need for Participants to reduce energy consumption during peak and constrained grid conditions

Calculated Baseline (“CBL”): The calculated estimate of what the Customer most likely would have consumed during the curtailment event period. Baselines are developed for each curtailment event utilizing customer specific data from historic metered usage.

Reduction Credit (“RC”): Credit amount for the curtailment event period during which the event is called and the period(s) of time the Customer has successfully curtailed load.

**PROGRAM PROVISIONS**

A Participant must show economic and technical feasibility for measurable and verifiable load curtailment during their selected option of availability below:

Option 1 - Constrained: summer curtailment season of June 1 to September 30 and winter curtailment season of December 1 to March 31; 6:00 a.m. to 10:00 p.m., Monday through Friday excluding Holidays.

Option 2 - Unconstrained: All hours: All days; January through December.

The Company shall evaluate the Participant’s metered usage data, technical specifications and operational characteristics of the facility’s equipment to establish a curtailment plan and estimated associated curtailable load (measured in kW) to determine the Enrolled Load. The Participation Agreement will specify the curtailable load, and commits the Participant to being able to curtail their Enrolled Load during a curtailment event. The Company will issue notice to the Participant in advance of scheduled curtailment events, thus requiring the Participant to curtail their Enrolled Load in accordance with the Participant’s chosen method of participation.

The Company shall determine the appropriate timing and length of any curtailment event during each curtailment window, based on the Participant’s chosen option above. Notwithstanding the intended curtailment periods identified in Option 1 and Option 2 for the purpose of Schedule DRLR, the Company reserves the right to curtail the Customer year-round as needed for system reliability during circumstantial conditions.

The Company shall communicate with the Participant in advance of a curtailment event to increase the Participant’s ability to participate. Participation Agreements shall contain specific information for curtailment event specifications that fall within the following limits.

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THE STATE CORPORATION COMMISSION OF KANSAS

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

- Minimum number of events/tests per season (summer) – 1
- Minimum number of events/tests per season (winter) – 1
- Minimum notification prior to an event – 10 minutes

This Program may be executed by manual and/or automated demand response methods. A Participant may utilize on-site back-up or behind the meter generation and/or curtailment methods to meet its RA threshold for the duration of the curtailment event.

Manual DR

The Participant may manually execute its facility curtailment plan to curtail at least its Enrolled Load for the duration of the curtailment event.

Automated Demand Response (ADR) utilizing on-site generation

The Participant's building/energy management system ("BMS" or "EMS") or facility automation system is utilized in conjunction with the facility's on-site generation or other curtailment methods to execute its curtailment plan. The Participant receives the integrated signal from the utility's event calling system and its BMS/EMS is utilized to execute its curtailment plan by enacting pre-programmed adjustments to respond to DR events.

On-Site Generation Term

The Participant has full responsibility for start-up, operation, and maintenance ("O&M"), and regulatory compliance of any on-site generation including any reciprocating internal combustion engine ("RICE") National Emissions Standards for Hazardous Air Pollutants ("NESHAP"), Southwest Power Pool ("SPP"), and/or any other community, governmental or regulatory agency, as applicable. On-site generation operating details, capabilities, and any other criteria negotiated with the Company and the Participant may be documented in the Participation Agreement.

Wholesale Market Registration

Market resource registration may be offered for all applicable resources that participate under this tariff and qualify and perform as a market registered resource ("MRR"). Market registration offers an additional opportunity for the Participant to reduce its electric costs through participation with the Company in the wholesale market within the SPP. A Participant shall receive payment for providing its load reduction during high energy price periods. MRR is available to Program Participants whose DR resources are compliant with the SPP tariff and SPP marketplace protocol requirements and can provide sustainable load reduction during market participation. A MRR Participant has the option of committing its DR Resources to the SPP

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

Integrated Marketplace unless the Company has scheduled a potential demand response curtailment event for the same time period. Participation in MRR authorizes the Company to offer the Customer's curtailment amount in the SPP Market and Participant compensation is based on any SPP settlement payment less MRR fees. All SPP registration and technical requirements, market operating and settlement procedures, MRR fees, and other terms and fees are detailed in the Participation Agreement.

**PRICING:**

All charges, and other terms and conditions of service provided for under the Participant's applicable standard service classification(s) tariff shall continue to apply and shall be based on actual metered energy use during the Participant's normal billing cycle.

Under Schedule DRLR, the Participant will receive an on-bill credit or check payment for its level of reduction achieved and an incentive payment based on its measured curtailment reduction.

Reduction Amount

The Reduction Amount is a monthly performance amount applied to each billing month in which an event is called. The credit amount is calculated based on the Participant's hourly kWh load compared to the Participant's summer and winter hourly CBL. The Company shall employ a Calculated Baseline methodology to determine the Participant's demand savings associated with a DR curtailment event. A CBL approach applies a model or algorithm to develop a customer-specific baseline for each day from historic metered usage data that is then used to forecast load impacts for each hour of the event absent a curtailment event. This baseline is calibrated to best match recent operational and/or weather patterns. This baseline is then compared to the actual metered average hourly demand during the curtailment event. The difference between the forecasted hourly baseline and the Participant's actual metered hourly usage during the curtailment event equals the hourly kW impact of the curtailment event. All kW shall be calculated as a whole number, and may thus be rounded up or down. The event hourly average kW achieved divided by the kW enrolled is the Participant's percent kW achieved. The Company shall pay the Participant under the terms of Schedule DRLR for the achieved average percent of its enrolled curtailable load within the established baseline and peak curtailment as detailed in the Participation Agreement. The hourly RA formula is:

**Hourly RA = CBL kWh for each hour – Actual hourly kWh**

Participant Participation Fees

Participants shall be assessed the following program fees and charges as specified in the Participant Agreement:

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

1. DR Earnings Opportunity (“EO”) Fee – Participant shall compensate the Company for any foregone earnings associated with capacity reduction related to the DRLR enrolled MW capacity for the realized curtailable value during the curtailment period that the reduction occurred.
2. Administration Fee - A fixed charge shall be recovered for all costs associated with Program delivery, implementation/management, and evaluation, which shall be recovered based on a forecasted estimate and trued up annually based on actual Program expenditures for the recovery period.

Reduction Credit

The Reduction Credit is a variable performance credit for each curtailed kW successfully delivered. Reduction credits are based on a rate of \$54.00 per kW-year for “Unconstrained” Participants and \$43.20 per kW-year for “Constrained” Participants, and shall be paid in accordance with the credit schedule and incentive rate for the performance month, based on the formula below.

$$\text{Monthly RC} = \text{Monthly Average RA} \times \text{Monthly Reduction Credit (Constrained or Unconstrained)} - \text{DR EO Fee} - \text{Administration Fee}$$

**CREDIT SCHEDULE:**

The credit schedule below outlines the kW/month value and fees for seasonal performance under the Program. Credit values are paid based on measured performance for the month that the curtailment event occurred. Curtailment event credits will not be applied for periods where events are not called, or if the Participant does not perform. Program rates shall be updated annually. The current credit schedule applicable for 2025 is set forth below.

Month	Allocation Percentage	Unconstrained	Constrained \$/ kW per Month	Demand Response Earnings Opportunity Fee	Unconstrained Max Hours Per Month	Constrained Max Hours Per Month
		\$/kW per Month	\$/kW per Month	\$/kW per Month	Hours	Hours
January	12.5%	\$6.75	\$5.38	(\$1.31)	744	480

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**DEMAND RESPONSE & LOCAL GENERATION RIDER**

**REPORTING:**

The Company shall calculate and provide the Participant with its post event settlement calculations and end of season summary outlining the Participant's performance. Participant's curtailment plans and reduction strategies shall be evaluated annually.

**EVALUATION:**

The Company shall hire a third-party evaluator to perform evaluation, measurement and verification ("EM&V") of the Participant's seasonal performance and calculate impacts, which may be used for SPP accreditation and compliance evaluation.

**CONDITIONS:**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ GSR \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

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**GREEN SOLUTION CONNECTIONS RIDER**

**AVAILABILITY:**

This Program is available on a limited and voluntary basis to non-residential Kansas Metro Customers currently receiving permanent electric service from the Company through Schedules SGS, MGS, LGS, LPS, or LLPS with an annual average monthly peak demand greater than 200 kilowatts (kW). Customers that have an aggregate electric load of at least 2.5 megawatts (MW) based upon peak annual demand and an average of 200 kW per.

The Company may deem a Subscriber ineligible for this Program if it has received a disconnection notice within twelve (12) months preceding its submission of a Participation Agreement.

**APPLICABILITY:**

The purpose of the Green Solution Connections Rider ("Green Solution Connections", "GSR", or "Program") is to offer an eligible Customer the opportunity to subscribe to future year renewable energy attributes within the subscribed term associated with new renewable wind and/or solar generation resources. Under the Program, a Subscriber may elect to receive future renewable energy attributes for a term of ten (10) or fifteen (15) years.

**DEFINITIONS:**

For purposes of this Program, the following definitions apply:

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

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

Subscriber: A Customer who executes a Participation Agreement with the Company to participate in the GSR Program.

Program Resource(s): Any commercially operational wind and/or solar generation resources owned by the Company where renewable attributes have been designated for the purpose of this Program. Once commercially operational, renewable generation facilities shall be available to provide forward renewable attributes to Subscribers for a term of ten (10) or fifteen (15) years. Specific Program Resources shall be dedicated to specific phases of the Program.

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EVERGY KANSAS METRO RATE AREA

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**GREEN SOLUTION CONNECTIONS RIDER**

Program Resource Nameplate Capacity: Total nameplate capacity of the Program Resource(s) in megawatts ("MW") of alternating current power.

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

Renewable Energy ("RE") Allocation Factor (%): This is calculated for each subscription by dividing the RE Level (measured in Megawatts ("MW")) by the total nameplate capacity of the Program Resources (in MW of alternating current power) dedicated to each Program phase. The RE Allocation Factor represents the percentage of the Program Resources for a given phase that produce energy for the Customer. To the extent the Program Resources for a given phase are comprised of multiple resources that begin commercial operation at different times, the Customer's RE Allocation Factor shall be calculated and updated as appropriate to reflect the Customer's share of total nameplate capacity of all Program Resources dedicated to the Program during the time in which the Customer is participating and the Program Resources are generating renewable power.

Renewable Energy Level ("RE Level") (MW): The RE Level shall be determined by the Participation Agreement that is submitted by the Subscriber. Subject to the terms of the Subscriber's Participation Agreement, the RE Level is calculated using the following formula:

$$\text{RE Level (MW)} = \frac{[\text{Customer's Annual Usage (MWh)} * \text{Subscription Level (\%)}]}{[8,760 \text{ hours/year} * \text{Capacity Factor}]}$$

where:

Capacity Factor (1-100%): This is the assumed net capacity factor of the Program Resources dedicated to the applicable Program phase (with the Program phase to be determined by Company when it designates a Program Resource for a given period of time; the assumed net capacity factor shall be weighted when there are multiple Program Resources dedicated to a Program phase); measured as the expected average hourly alternating current output of the Program Resource divided by the nameplate capacity of the Program Resource measured in kW of alternating current power.

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Darrin Ives, Vice President

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ GSR \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ Initial \_\_\_\_\_ Sheet 3

which was filed \_\_\_\_\_

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

Sheet 3 of 7 Sheets

**GREEN SOLUTION CONNECTIONS RIDER**

Customer's Annual Usage (MWh): This shall reflect the Subscriber's actual metered energy usage over the twelve (12) most recent monthly billing periods for which data is available, or, if such data is not available, the Subscriber's expected metered energy usage over twelve (12) monthly billing periods as determined by the Company. The Customer's Annual Usage shall be established at the time the Participation Agreement is executed by the Subscriber. A Subscriber who experiences an increase in load may amend its Participation Agreement during the term of subscription to increase the RE Level subject to the availability of Program capacity, consistent with the terms of the Participation Agreement. A Subscriber who experiences a decrease in load may amend its Participation Agreement to reflect a new Subscription Level, consistent with the terms of the Participation Agreement.

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

Subscriber's Allocated Share of Monthly Metered Production: This is calculated as the monthly Metered Production multiplied by RE Allocation Factor.

Green Solution Rate ("GR"): A dollar per MW hour (\$/MWh) rate applicable to a participating Customer's allocated share of monthly metered production. There shall be a specific Green Solution Rate for each term length, and specific resource. Subsequent Program phases will be reflected on the applicable Green Solution Rate Schedule for each phase.

Green Solution Charge ("GC"): The GC shall be calculated monthly as the Metered Production multiplied by the Customer's RE Allocation Factor and then multiplied by the GR for the appropriate year of the term.

Participation Agreement: A written contract executed by the Company and a Subscriber setting forth the specific terms of a Subscriber's subscription under this Program including the Subscriber's accounts covered by the subscription. The Participation Agreement shall be dedicated to a specific phase of the Program. An eligible Customer may subscribe in percentage increments, up to one hundred percent (100%) of the Customer's Annual Usage, subject to the terms of Customer's Participation Agreement. The Participation Agreement shall reflect the subscription level and Subscriber's RE Level, subject to the terms and conditions in this tariff and the Participation Agreement.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ GSR \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ Initial \_\_\_\_\_ Sheet 4

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

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**GREEN SOLUTION CONNECTIONS RIDER**

**PROGRAM PROVISIONS:**

1. The Customer should carefully consider terms and conditions in the Participation Agreement subject to participation in this Program.
2. The Renewable Energy Certificates ("REC") associated with the generation output of currently subscribed Program Resources shall be retired on behalf of the Subscriber and shall not be used for any other purposes during the term of subscription. This Program is considered a voluntary program unrelated to compliance with any applicable state or regulatory renewable energy standard requirements or approved commitments.
3. Any Subscriber receiving Renewable Energy Subscription waives all rights to any billing adjustments or other relief arising from a claim that the Subscriber's subscription would be or would have been at a lower cost had the Subscriber not participated in the Program.
4. A Subscriber's subscription for renewable attributes is specific to the Subscriber's specific accounts as specified in the applicable Participation Agreement. A Subscriber's subscription for Renewable Energy Subscription shall be specific to the Program phase specified in the Participation Agreement.
5. If, prior to the end of the term of a given subscription, a Subscriber's premises that constitutes a separate account is relocated to another location within the Company's service territory, the Subscriber shall continue to be enrolled in this Program at the Subscriber's same Subscription Level for the new account established at the new location.
6. If, prior to the end of the term of a subscription, a Subscriber provides written notice to terminate its Renewable Energy Subscription for an account covered by a Participation Agreement:
  - a. The Subscriber may, without penalty, transfer the Renewable Energy Subscription, as set forth in and as permitted by the terms of the Participation Agreement, to another Customer account(s) if the account is within the Company's service territory and is either (i) currently not covered by a Participation Agreement, or (ii) covered by a Participation Agreement for only a part of its RE Level. In either case the consumption at the new account may be transferred if: (i) the eligible unsubscribed usage at an account that had already been receiving Renewable Energy Subscription under; and (ii) is sufficient to meet the full Renewable Energy Subscription Level under the Agreement; or

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ GSR \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ Initial \_\_\_\_\_ Sheet 5

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**GREEN SOLUTION CONNECTIONS RIDER**

- b. At the Subscriber's written request, at least sixty (60) days prior to the desired termination date, the Company shall attempt to find another interested customer that satisfies the Company's eligibility requirements, executes and delivers a Participation Agreement, and is willing to accept transfer of the Renewable Energy Subscription (or that part which cannot be transferred to another Customer account) for the remainder of the term of the subscription at issue; or
  - c. If option a) or b) are not satisfied, the Subscriber shall continue to be obligated to pay for the Green Solution Charge as to that part of the Renewable Energy Subscription that was not transferred for the remainder of the Customer's subscription term; or
  - d. If option a) or b) are not satisfied, in lieu of option c), the Customer may terminate the Renewable Energy Subscription or the account at issue upon payment of the Termination Fee, which shall be: the sum of the Green Solution Charge for the remainder of the term of the Participation Agreement based on the Customer's Renewable Energy Subscription Level and the applicable Green Solution Rate.
7. The availability of Renewable Energy Subscriptions shall be limited to the unsubscribed RECs available, and the remaining life of Program Resource(s) dedicated to a given Program phase. Subscriptions that exceed the available attributes and remaining life of available Program Resources shall no longer be offered.
8. A Customer's Renewable Energy Subscription is not a security and does not represent an ownership interest in any of the Program Resources. There is no guarantee that the Subscriber shall realize any savings from participation in the Program, as the Subscriber acknowledges that its total charges for electric service may exceed the charges it would have incurred if it did not subscribe to the Program.
9. Upon the occurrence of any act or event not within the reasonable control of Company (i.e., force majeure event or change in law) that affects a Program Resource, the Company shall be excused from performance under the Participation Agreement for any Subscriber(s) in the Program phase to which such Program Resource is dedicated; to the extent such performance is delayed or prevented by such act or event. In the event a Program Resource is damaged, or production and/or transmittal of energy produced by a Program Resource is prevented from normal operations for more than six (6) months, the Company may remove the affected Program Resource from the Program by providing notice to any Subscribers in the applicable Program phase. In such event, the Subscriber's Renewable Energy Subscription Levels shall be reduced pro-rata to the degree necessary to account for the available

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ GSR \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ Initial \_\_\_\_\_ Sheet 6

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**GREEN SOLUTION CONNECTIONS RIDER**

Program Resource capacity, subject to the Company’s right to add additional Program Resources dedicated to the affected Program phase and to increase the Subscriber’s Subscription Levels pro-rata up to the Subscription Level(s) prior to such pro-ration as additional Program Resource attributes for the applicable Program phase become available. If a Program Resource is removed from the Program under this paragraph and the remaining available attributes results in a Subscriber’s Subscription Level being reduced to less than fifty percent (50%) of their Subscription Level, the Customer may cancel its Program enrollment by providing written notice within ninety (90) days after their Renewable Energy Subscription Level is reduced due to the removal of a Program Resource from the Program. In such case, the term of a Subscriber’s subscription shall be deemed unaffected by any such force majeure event, removal of a Program Resource from the Program, or a change in the Subscription Level.

**EXPANSION:**

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

**PRICING:**

**GREEN SOLUTIONS RATE SCHEDULE – PROGRAM RESOURCE NO. 1**

This rider applies to renewable energy service for a Customer enrolled in Program Phase No. 1. Subsequent Program phases, if any, shall have a separate rate schedule.

Year	Green Solution Rate (\$/MWh) Resource 1A <b>XX MW</b> 15 Year Agreement Term	Green Solution Rate (\$/MWh) Resource 1B <b>XX MW</b> 10 Year Agreement Term
1		
2		
3		
4		
5		
6		

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SCHEDULE \_\_\_\_\_ GSR \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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**GREEN SOLUTION CONNECTIONS RIDER**

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8		
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**CONDITIONS:**

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

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

SCHEDULE \_\_\_\_\_ RENEW \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_

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

Sheet 1 of 3 Sheets

**RENEWABLE ENERGY PROGRAM RIDER**

**AVAILABILITY**

Renewable energy is available to customers participating in a voluntary renewable energy program offered by the Company.

**APPLICABILITY**

Applicable to any customer using electric service supplied at one point of delivery. Backup, breakdown, standby, supplemental, short term, resale, or shared electric services are not available under this rate schedule.

**CHARACTER OF SERVICE**

The Company agrees to generate or purchase energy from renewable sources and/or purchase Renewable Energy Credits (RECs) in an amount at least equal to the level of service purchased by participants in the Renewable Energy Program. Energy output from renewable sources will vary from month to month due to weather and other factors.

**REC PURCHASE OPTION AND PARTICIPATION LEVELS**

Participants may subscribe up to 100 percent of their annual energy usage. During initial sign up, the Customer will designate their desired subscription percentage in increments of 10 percent. The formula for determining the amount that will be billed to a Customer is:

$$Billed Amount = \left( \frac{Monthly kWh Consumption \times}{Subscription Percentage (10 - 100\%)} \right) \times Renewable Energy Charge$$

The amount of renewable energy kWh available to participating Customers shall be determined by the Company based on the amount of renewable energy sources and RECs anticipated to be available to the Company for any Program year. If customer demand in a given year exceeds the amount available, the Company will purchase RECs from external sources if they can be procured at prices equal to or less than the tariffed Renewable Energy Charge.

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SCHEDULE \_\_\_\_\_ RENEW \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

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

Sheet 2 of 3 Sheets

**RENEWABLE ENERGY PROGRAM RIDER**

**NET MONTHLY BILL**

Renewable Energy Charge: \$0.00265 per kWh

Consisting of:

REC Charge: \$0.00255 per kWh

Administrative Charge: \$0.00010 per kWh

Renewable Energy Charges are in addition to the charges of the applicable Rate Schedule under which customer takes electric service.

**MONTHLY BILLING**

The entire bill amount, inclusive of all standard rate charges and Program charges, must be paid according to the payment terms set forth in the Company Rules and Regulations.

**SUBSCRIPTION TERM**

The Program is voluntary, month-to-month, with no upfront costs or contract required. Participants can change their level of support or cancel at any time with no penalties or cancellation fees by notifying the Company.

**ANNUAL UPDATE AND NOTIFICATION PROCESS**

Enrolled Customers will be notified in November or December of pricing updates by the Company for the upcoming year. Notifications will be opt-out communications with the new rates that will be effective the first billing cycle in January of the next calendar year.

**DEFINITIONS**

1. Renewable Energy, as used in this rate schedule, shall mean electricity that is generated using renewable energy resources as defined in K.S.A. 66-1257 (f)1-11. A commitment to sustainable energy initiatives means implementation by individual large commercial and industrial customers of programs that are recognized by the utility industry and government as having an elevated level of commitment to our environment, energy efficiency and renewable energy programs.

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SCHEDULE \_\_\_\_\_ RENEW \_\_\_\_\_

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 3

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

Sheet 3 of 3 Sheets

RENEWABLE ENERGY PROGRAM RIDER

- 2. Renewable Energy and Renewable Energy Credits utilized under the Renewable Energy Program Rider cannot be used by the Company to comply with the State's Renewable Energy Portfolio Standards, K.S.A. 2009 Supp. 66-1258, and amendments thereto, as well as the resulting Kansas Administrative Regulations.
- 3. Customer may subscribe for an amount of Renewable Energy up to its maximum monthly usage.
- 4. Renewable Energy shall be limited to the sum of (a) generation produced by Company-owned renewable sources, (b) outside renewable sources available to the Company and (c) Renewable Energy Credits purchased by the Company at a cost below the level of the Renewable Energy Charge (or discounted Renewable Energy Charge, if applicable). Service under this Renewable Energy Program Rider may be limited at the sole discretion of the Company to such available resources. Evergy Kansas Metro has not and will not acquire new owned or outside renewable generation resources for the sole purpose of providing service under this Renewable Energy Program Rider. The renewable energy resources utilized in this program consist of the same renewable resources the costs of which are currently being recovered in rates. Participants in this program elect to provide this additional financial support of renewable resources to motivate renewable resource development.
- 5. Changes in the weather and other factors may result in less Renewable Energy being available to the Company than anticipated. If the Renewable Energy resources obtained by the Company for a program year are not sufficient to meet commitment levels, the Company will refund to each participating Customer at the end of each program year an amount equal to the Renewable Energy Charge (or discounted Renewable Energy Charge, if applicable), multiplied by the difference between the Customer's pro rata share of Renewable Energy resources obtained by the Company for such program year and the Renewable Energy the Customer committed to purchase.

**CONDITIONS:**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE SR

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule Initial Sheet 1

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

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**SYSTEM SUPPORT RIDER**

**AVAILABILITY:**

This rider is applicable to all Customers receiving service under Schedule LLPS.

**APPLICABILITY:**

The System Support Rider requires an additional charge paid by Customers receiving service under Schedule LLPS to ensure appropriate recovery of costs incurred to serve Schedule LLPS customers, and to reflect the acceleration of resource investment required to serve large loads that join the Company's system under Schedule LLPS, as well as other acceleration-related impacts associated with operations of these resources.

**TERM:**

Charges under this schedule shall be applied during the Customer's term of service under Schedule LLPS.

**PROGRAM PROVISIONS:**

The System Support Charge will consist of two components, (1) a Cost Recovery Component and (2) an Acceleration Component.

The Cost Recovery Component shall be calculated based on comparing the Schedule LLPS Customer's estimated rate revenue and estimated revenue prior to applying Schedule CCR, Schedule DRLR, or Schedule CEC. Should the Schedule LLPS Customer's estimated revenue fall below the Customer's estimated rate revenue, an amount, expressed in a dollar per kW (\$/kW) charge, will be added to the customer billing through this Rider charge. The Cost Recovery Component shall be customer-specific and memorialized in Exhibit D of the Customer Service Agreement. This comparison shall be completed annually.

The Acceleration Component shall reflect the difference in the net present value revenue requirements tied to a representative combined-cycle natural gas fired turbine generation ("CCGT") as a result of constructing the CCGT ten years sooner than otherwise would have occurred under normal planned growth, recovered over a 30-year period, as determined by the Company. The difference in revenue requirements shall be multiplied by the ratio of non-Schedule LLPS peak load to total system load to isolate the non-Schedule LLPS acceleration cost to be recovered. The System Support Charge shall be expressed in the form of dollars per kW (\$/kW). The Acceleration Component shall be calculated and updated as part of each Company rate proceeding.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ SR \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

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**SYSTEM SUPPORT RIDER**

The System Support Rider charge shall be the combination of both of these components and be applied to the Customer's monthly billing, identified as a separate line item.

**ACCELERATION COMPONENT:**

The Acceleration Component shall be \$8.59 per kW.

**BILLING:**

The charge for the System Support Rider will be determined as follows:

SR charge = Cost Recovery Component + Acceleration Component

The charges associated with this System Support Rider will be determined by multiplying the SR Charge by the Grid Demand as defined in Schedule LLPS and shown as a separate line on the customer's bill.

**CHARGE PROVISIONS:**

After the initial fifteen (15)-year term of service under Schedule LLPS, Customers whose annual peak demand has not increased by more than five (5) percent in the five (5) prior years may request to terminate the Acceleration Component of this charge. If, after removal of the Acceleration Component, the Customer subsequently modifies the Customer Capacity defined under Schedule LLPS by twenty (20) percent or twenty (20) megawatts (MW), whichever is lower, the Acceleration Component will be applied for the remainder of the Schedule LLPS term beginning in the year when this threshold is met.

Should a Customer participate in the Customer Capacity Rider (Schedule CCR), and supply in excess of eighty percent (80%) of the capacity required to serve its load under Schedule CCR, such Customer may request to terminate the Acceleration Component of this charge for the term of the Schedule CCR participation, which the Company shall reasonably grant if it does not identify other rate design concerns with doing so.

The SR Charge shall not be subject to any related Economic Development Rider discount.

To achieve the needed support to non-Schedule LLPS customers, these revenues will be allocated to other non-LPS class customers within the Company Class Cost of Service study performed during a general rate proceeding to offset system costs created by Schedule LLPS customers.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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SCHEDULE \_\_\_\_\_ SR \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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

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**SYSTEM SUPPORT RIDER**

**CONDITIONS:**

Service hereunder is subject to the Company's General Terms and Conditions as approved by the Kansas Corporation Commission and any modification subsequently approved.

All provisions of the rate schedule are subject to changes made by order the regulatory authority having jurisdiction.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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(Name of Issuing Utility)

SCHEDULE     ECA    

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule     ECA     Sheet     3    

which was filed     December 31, 2024    

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

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**ENERGY COST ADJUSTMENT**

$$ACA_A = ECAREV_A - (F_A + P_A + E_A + EC_A + T_A - OSSRA) \times \frac{S_{AK}}{S_{AT}} + ACA_{PRIOR}$$

Where:

ECAREV<sub>A</sub> = Actual ECA revenue for Evergy Kansas Metro's Retail sales during the ECA year.

F<sub>A</sub> = Actual total company cost of nuclear and fossil fuel consumed for the generation of electricity for the ECA year recorded in Account 501, Account 518, Account 547, Account 559.3 and Account 577.3, excluding any internal Evergy Metro, Inc. labor costs.

P<sub>A</sub> = Actual total company cost of purchased power incurred during the ECA year recorded in Account 555, and Evergy Metro, Inc.'s actual charges or credits incurred due to participation in markets associated with Regional Transmission Organizations (RTOs). This includes amounts for all capacity purchases (both exceeding one year and less than one year). This also includes Hedging Transactions as discussed in note 14 to the tariff. This excludes amounts associated with portions of purchased power agreements dedicated to specific customers under the Renewable Energy Rider tariff, costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR.

E<sub>A</sub> = Actual total company emission allowance costs and amortizations incurred during the ECA year recorded in Account 509 and gains or losses of emission allowances recorded in Account 411.8 or 411.9 respectively for the previous ACA year.

EC<sub>A</sub> = Actual total company revenues and costs from environmental credits recorded in Accounts 411.11 and 411.12 and Accounts 555.2 and 555.3, respectively, during the ECA year.

T<sub>A</sub> = Actual total company cost of transmission inside or outside of SPP necessary to make purchases and sales outside of SPP, which is not otherwise recovered through the Evergy Kansas Metro Transmission Formula Rate or Transmission Delivery Charge, and recorded to Account 561.4, Account 561.8, Account 565, Account 575.7 and Account 928.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 5

which was filed December 31, 2024

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

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**ENERGY COST ADJUSTMENT**

part, pending final determination on the application. All revenues collected pursuant to the ECA tariff shall be deemed to be revenues subject to adjustment until the ACA review is complete, the Commission has issued a final order in the ACA matter, and all terms and conditions of such order are satisfied. The Commission shall make a final determination on the adjustment, including the reasonableness and prudence of the actual ECA costs incurred during the ECA year, within two hundred forty (240) days of the filing of the application. Prudent operation of Evergy Metro, Inc.'s system will be consistent with industry standards regarding economic dispatch, reliability, maintenance and fuel procurement as such is necessary to minimize the impact of this ECA tariff on customer rates.

4. The monthly ECA factor will be expressed in dollars per kilowatt-hour rounded to five decimal places.
5. Each ECA year will be a calendar year, with the first year beginning January 1, 2008.
6. The ECA amount on each customer bill will be calculated such that the ECA factor for each calendar month within the billing period is applied to the estimated usage for the appropriate calendar month (i.e., prorated) based on the number of days of usage in each calendar month.
7. The references to Accounts within the ECA tariff are as defined in the FERC uniform system of accounts. Evergy Kansas Metro customers include Retail customers that receive service under one of the Evergy Kansas Metro Retail tariffs and wholesale Full Requirement Service Sales for Resale customers that receive firm service for the full capacity and energy needs on a contract basis of one year or longer from Evergy Kansas Metro.
8. Evergy Metro, Inc. customers include Retail customers that receive service under one of the Evergy Kansas Metro or Evergy Missouri Metro Retail tariffs and wholesale Full Requirement Service Sales for Resale customers that receive firm service for the full capacity and energy needs on a contract basis of one year or longer from Evergy Kansas Metro or Evergy Missouri Metro.
9. This tariff is subject to Evergy Kansas Metro's Rules and Regulations as approved by the State Corporation Commission of Kansas.
10. This tariff is subject to all applicable Kansas statutes and regulations regarding the filing and investigation of complaints on unreasonable, unfair or unjust rates.

Issued \_\_\_\_\_  
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Darrin Ives, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ ECA \_\_\_\_\_

Replacing Schedule \_\_\_\_\_ ECA \_\_\_\_\_ Sheet \_\_\_\_\_ 6 \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_ December 31, 2024 \_\_\_\_\_

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

Sheet 6 of 9 Sheets

**ENERGY COST ADJUSTMENT**

- 11. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report detailing all of the Virtual Energy Transactions entered into the previous calendar month.
- 12. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report summarizing the activity in Accounts 447, 555 and 565. The Report shall provide by Account, by SPP Charge Type for SPP transactions, the net change in the Account balance, and MWhs purchased or sold for the month.
- 13. Costs and revenues incurred due to participation in markets associated with RTO's need not be detailed below to be considered F, P, E or OSSR should the RTO implement a new market settlement charge type not listed below. If the RTO receives approval by FERC to remove or add new charges or credits, Evergy Metro will be permitted to include those new charges or credits in this ECA calculation. Upon notice of such changes, Evergy Metro will notify Staff in writing to the inclusion of the new charges or credits.

The following are Southwest Power Pool ("SPP") market settlement charge types:

- Day Ahead Ramp Capability Up Amount
- Day Ahead Ramp Capability Down Amount
- Day Ahead Ramp Capability Up Distribution Amount
- Day Ahead Ramp Capability Down Distribution Amount
- Day Ahead Regulation Down Service Amount
- Day Ahead Regulation Down Service Distribution Amount
- Day Ahead Regulation Up Service Amount
- Day Ahead Regulation Up Service Distribution Amount
- Day Ahead Spinning Reserve Amount
- Day Ahead Spinning Reserve Distribution Amount
- Day Ahead Supplemental Reserve Amount
- Day Ahead Supplemental Reserve Distribution Amount
- Real Time Contingency Reserve Deployment Failure Amount
- Real Time Contingency Reserve Deployment Failure Distribution Amount
- Real Time Ramp Capability Up Amount
- Real Time Ramp Capability Down Amount
- Real Time Ramp Capability Up Distribution Amount
- Real Time Ramp Capability Down Distribution Amount

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 7

which was filed December 31, 2024

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

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**ENERGY COST ADJUSTMENT**

- Real Time Ramp Capability Non-Performance Amount
- Real Time Ramp Capability Non-Performance Distribution Amount
- Real Time Regulation Service Deployment Adjustment Amount
- Real Time Regulation Down Service Amount
- Real Time Regulation Down Service Distribution Amount
- Real Time Regulation Non-Performance
- Real Time Regulation Non-Performance Distribution
- Real Time Regulation Up Service Amount
- Real Time Regulation Up Service Distribution Amount
- Real Time Spinning Reserve Amount
- Real Time Spinning Reserve Distribution Amount
- Real Time Supplemental Reserve Amount
- Real Time Supplemental Reserve Distribution Amount
- Day Ahead Asset Energy
- Day Ahead Non-Asset Energy
- Day Ahead Virtual Energy Amount
- Real Time Asset Energy Amount
- Real Time Non-Asset Energy Amount
- Real Time Virtual Energy Amount
- Transmission Congestion Rights Funding Amount
- Transmission Congestion Rights Daily Uplift Amount
- Transmission Congestion Rights Monthly Payback Amount
- Transmission Congestion Rights Annual Payback Amount
- Transmission Congestion Rights Annual Closeout Amount
- Transmission Congestion Rights Auction Transaction Amount
- Auction Revenue Rights Funding Amount
- Auction Revenue Rights Uplift Amount
- Auction Revenue Rights Monthly Payback Amount
- Auction Revenue Annual Payback Amount
- Auction Revenue Rights Annual Closeout Amount
- Day Ahead Demand Reduction Amount
- Day Ahead Demand Reduction Distribution Amount
- Day Ahead Grandfathered Agreement Carve Out Daily Amount
- Grandfathered Agreement Carve Out Distribution Daily Amount
- Day Ahead Grandfathered Agreement Carve Out Monthly Amount
- Grandfathered Agreement Carve Out Distribution Monthly Amount

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 8

which was filed December 31, 2024

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**ENERGY COST ADJUSTMENT**

- Day Ahead Grandfathered Agreement Carve Out Yearly Amount
- Grandfathered Agreement Carve Out Distribution Yearly Amount
- Day Ahead Make Whole Payment Amount
- Day Ahead Make Whole Payment Distribution Amount
- Day Ahead Combined Interest Resource Adjustment Amount
- Real Time Combined Interest Resource Adjustment Amount
- Miscellaneous Amount
- Reliability Unit Commitment Make Whole Payment Amount
- Real Time Out of Merit Amount
- Reliability Unit Commitment Make Whole Payment Distribution Amount
- Over Collected Losses Distribution Amount
- Real Time Joint Operating Agreement Amount
- Real Time Reserve Sharing Group Amount
- Real Time Reserve Sharing Group Distribution Amount
- Real Time Demand Reduction Amount
- Real Time Demand Reduction Distribution Amount
- Real Time Pseudo Tie Congestion Amount
- Real Time Pseudo Tie Losses Amount
- Unused Regulation Up Mileage Make Whole Payment Amount
- Unused Regulation Down Mileage Make Whole Payment Amount
- Revenue Neutrality Uplift Distribution Amount
- Real Time Make Whole Payment
- Real Time Make Whole Payment Distribution
- Integrated Marketplace Facilitation Administration Service
- Transmission Congestion Rights Administration Service
- Real-Time Uninstructed Resource Deviation Amount
- Real-Time Uninstructed Resource Deviation Distribution Amount
- Local Reliability Distribution Amount
- Day-Ahead Self-Incremental Energy Make Whole Payment Amount
- Real-Time Incremental Energy Make Whole Payment Amount,
- Reliability Unit Commitment ("RUC") Self-Incremental Energy Make Whole Payment Amount

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**THE STATE CORPORATION COMMISSION OF KANSAS**

**EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO**

(Name of Issuing Utility)

SCHEDULE       ECA      

Replacing Schedule       ECA       Sheet       9      

**EVERGY KANSAS METRO RATE AREA**

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**ENERGY COST ADJUSTMENT**

14. Hedging Transactions, as approved by the Commission in Docket No. 23-EKCE-846-TAR, shall be included as a recoverable expense or revenue, recorded to Account 447, Account 501, Account 518, Account 547, Account 555, Account 559.3 or Account 577.3, as long as the transaction serves a legitimate hedging purpose such as:

- In support of physical operation related to coal, fuel, oil, natural gas, or nuclear;
- In anticipation of significant deviations in load or weather forecast; or
- Other situations in which the primary purpose of entering into the physical or financial transaction is to reduce the open price exposure risk to Evergy Kansas Metro ratepayers.

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(Name of Issuing Utility)

SCHEDULE       ECA      

Replacing Schedule       ECA       Sheet       1      

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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Sheet 1 of ~~98~~ Sheets

**ENERGY COST ADJUSTMENT**

**APPLICABILITY**

This Energy Cost Adjustment (ECA) Schedule shall be applicable to all Evergy Kansas Metro's Retail Rate Schedules.

**BASIS**

Energy costs will be measured and applied to a customer's bill using an ECA factor. The ECA factor is applied on a kilowatt-hour basis (\$/kWh). Retail customer charges for energy costs are determined by multiplying the kilowatt-hours of electricity during any calendar month by the corresponding ECA factor for that calendar month.

**ENERGY COST ADJUSTMENT**

Prior to January 1 of each ECA year, an ECA factor (ECA<sub>P</sub>) will be calculated for each calendar month of the ECA year as follows:

$$ECA_P = \frac{(F_P + P_P + E_P + EC_P + T_P - OSSR_P)}{S_P} - \frac{ACA_A}{S_{ACA}}$$

Where:

F<sub>P</sub> = Projected cost of nuclear and fossil fuel to be consumed for the generation of electricity during the month in which the ECA is in effect for all Evergy Metro, Inc. customers to be recorded in Account 501, Account 518, Account 547, Account 559.3 and Account 577.3, excluding any Evergy Metro, Inc. internal labor cost.

P<sub>P</sub> = Projected cost of purchased power during the month in which the ECA is in effect all Evergy Metro, Inc. customers to be recorded in Account 555, and Evergy Metro, Inc.'s projected charges or credits incurred due to participation in markets associated with Regional Transmission Organizations (RTOs). This includes amounts for all capacity purchases (both exceeding one year and less than one year). This also includes Hedging Transactions as discussed in note 14 to the tariff. This excludes projected amounts associated with portions of purchased power agreements dedicated to specific customers under the Renewable Energy Rider tariff, [costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR.](#)

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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(Name of Issuing Utility)

SCHEDULE        ECA \_\_\_\_\_

Replacing Schedule        ECA \_\_\_\_\_ Sheet        2 \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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**ENERGY COST ADJUSTMENT**

- EP = Projected cost of emission allowances and amortizations during the month in which the ECA is in effect for all Evergy Metro, Inc. customers to be recorded in Account 509.
- EC<sub>P</sub> = Projected revenues and costs from environmental credits to be recorded in Accounts 411.11 and 411.12 and Accounts 555.2 and 555.3, respectively, during the month in which the ECA is in effect for all Evergy Metro, Inc. customers.
- T<sub>P</sub> = Projected cost of transmission inside or outside of SPP necessary to make purchases and sales outside of SPP, which is not otherwise recovered through Evergy Kansas Metro Transmission Formula Rate or Transmission Delivery Charge, during the month in which the ECA is in effect for all Evergy Metro, Inc. customers to be recorded in Account 561.4, Account 561.8, Account 565, Account 575.7 and Account 928.
- OSSR<sub>P</sub> = Projected revenues from off-system sales during the month in which the ECA is in effect, to be recorded in Account 447 and Evergy Metro, Inc.'s projected credits or charges incurred due to participation in markets associated with Regional Transmission Organizations (RTOs). This includes amounts for all capacity sales (both exceeding one year and less than one year). This also includes Hedging Transactions as discussed in note 14 to the tariff. This excludes projected amounts associated with portions of purchased power agreements dedicated to specific customers under the Renewable Energy Rider tariff.
- S<sub>P</sub> = Projected kWhs to be delivered to all Evergy Metro, Inc. customers during the month in which the ECA is in effect.
- S<sub>ACA</sub> = Projected kWhs for Evergy Kansas Metro customers for the twelve-month period beginning in April of the year following the ECA year.
- ACA<sub>A</sub> = The Actual Cost Adjustment (ACA) true-up amount for an ECA year, to be calculated by March 1 of the year following the ECA year and to be applied for a twelve-month period beginning April 1 of the year following the ECA year. The true-up amount will reflect any difference between the total ECA revenue for the Retail sales during the ECA year and the actual net costs incurred to achieve those Retail sales. Such true-up amount may be positive or negative. Any remaining balances from prior true-up periods will be added.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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(Name of Issuing Utility)

SCHEDULE     ECA    

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule     ECA     Sheet     3    

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**ENERGY COST ADJUSTMENT**

$$ACA_A = ECAREV_A - (F_A + P_A + E_A + EC_A + T_A - OSSRA) \times \frac{S_{AK}}{S_{AT}} + ACA_{PRIOR}$$

Where:

ECAREV<sub>A</sub> = Actual ECA revenue for Evergy Kansas Metro's Retail sales during the ECA year.

F<sub>A</sub> = Actual total company cost of nuclear and fossil fuel consumed for the generation of electricity for the ECA year recorded in Account 501, Account 518, Account 547, Account 559.3 and Account 577.3, excluding any internal Evergy Metro, Inc. labor costs.

P<sub>A</sub> = Actual total company cost of purchased power incurred during the ECA year recorded in Account 555, and Evergy Metro, Inc.'s actual charges or credits incurred due to participation in markets associated with Regional Transmission Organizations (RTOs). This includes amounts for all capacity purchases (both exceeding one year and less than one year). This also includes Hedging Transactions as discussed in note 14 to the tariff. This excludes amounts associated with portions of purchased power agreements dedicated to specific customers under the Renewable Energy Rider tariff, [costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR.](#)

E<sub>A</sub> = Actual total company emission allowance costs and amortizations incurred during the ECA year recorded in Account 509 and gains or losses of emission allowances recorded in Account 411.8 or 411.9 respectively for the previous ACA year.

EC<sub>A</sub> = Actual total company revenues and costs from environmental credits recorded in Accounts 411.11 and 411.12 and Accounts 555.2 and 555.3, respectively, during the ECA year.

T<sub>A</sub> = Actual total company cost of transmission inside or outside of SPP necessary to make purchases and sales outside of SPP, which is not otherwise recovered through the Evergy Kansas Metro Transmission Formula Rate or Transmission Delivery Charge, and recorded to Account 561.4, Account 561.8, Account 565, Account 575.7 and Account 928.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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(Name of Issuing Utility)

SCHEDULE       ECA      

Replacing Schedule       ECA       Sheet       4      

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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**ENERGY COST ADJUSTMENT**

OSSRA = Actual total company revenues from off-system sales during the month in which the ECA is in effect, recorded in Account 447 and Evergy Metro, Inc.'s amounts incurred due to participation in markets associated with Regional Transmission Organizations (RTOs). This includes amounts for all capacity sales (both exceeding one year and less than one year). This also includes Hedging Transactions as discussed in note 14 to the tariff.

SAK = Actual kWhs delivered to Evergy Kansas Metro customers during the ECA year.

SAT = Actual kWhs delivered to all Evergy Metro, Inc. customers during the ECA year.

ACAPRIOR = Remaining true-up amounts from previous ECA years (positive or negative).

In addition, the revenue received from the Renewable Energy Program Rider, Green Solutions Connections Rider and Alternative Energy Credit Rider shall be credited as an offset to purchased power.

**NOTES TO THE TARIFF:**

1. On or before December 20<sup>th</sup> prior to each ECA year, Evergy Kansas Metro will submit a report containing the projected monthly ECA factors on a \$/kWh basis for each month of the coming ECA year. Such report will set the monthly ECA factors for January, February and March of the ECA year. Evergy Kansas Metro will publish such projected monthly ECA factors, and any updates to such monthly ECA factors to consumers.
2. On or before the 20<sup>th</sup> day of March, June, and September of each ECA year, Evergy Kansas Metro will submit a report containing updated projected ECA factors for the remaining months of the effective ECA year. Such updated projected ECA factors will set the monthly ECA factors for the next calendar quarter of the ECA year. Such report shall also compare the original ECA revenue projections and the then-current ECA year-end projections on a total revenue basis. If the original projection and the then-current projection become significantly out of balance at any time during the ECA year, the remaining monthly ECA factors may be adjusted to address the anticipated difference.
3. On or before the 1<sup>st</sup> day of March each year beginning March 1, 2009, Evergy Kansas Metro will file an application that provides the true-up reconciliation for the preceding ECA year, otherwise known

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE      ECA     

Replacing Schedule      ECA      Sheet      5     

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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**ENERGY COST ADJUSTMENT**

as the Actual Cost Adjustment (“ACA”). Such reconciliation amount, if any, for a given ECA year will be applied as an adjustment to the monthly ECA factors for the 12-month period beginning April following the reconciled ECA year. The Commission may make such ACA subject to correction in whole or in part, pending final determination on the application. All revenues collected pursuant to the ECA tariff shall be deemed to be revenues subject to adjustment until the ACA review is complete, the Commission has issued a final order in the ACA matter, and all terms and conditions of such order are satisfied. The Commission shall make a final determination on the adjustment, including the reasonableness and prudence of the actual ECA costs incurred during the ECA year, within two hundred forty (240) days of the filing of the application. Prudent operation of Evergy Metro, Inc.’s system will be consistent with industry standards regarding economic dispatch, reliability, maintenance and fuel procurement as such is necessary to minimize the impact of this ECA tariff on customer rates.

- 4. The monthly ECA factor will be expressed in dollars per kilowatt-hour rounded to five decimal places.
- 5. Each ECA year will be a calendar year, with the first year beginning January 1, 2008.
- 6. The ECA amount on each customer bill will be calculated such that the ECA factor for each calendar month within the billing period is applied to the estimated usage for the appropriate calendar month (i.e., prorated) based on the number of days of usage in each calendar month.
- 7. The references to Accounts within the ECA tariff are as defined in the FERC uniform system of accounts. Evergy Kansas Metro customers include Retail customers that receive service under one of the Evergy Kansas Metro Retail tariffs and wholesale Full Requirement Service Sales for Resale customers that receive firm service for the full capacity and energy needs on a contract basis of one year or longer from Evergy Kansas Metro.
- 8. Evergy Metro, Inc. customers include Retail customers that receive service under one of the Evergy Kansas Metro or Evergy Missouri Metro Retail tariffs and wholesale Full Requirement Service Sales for Resale customers that receive firm service for the full capacity and energy needs on a contract basis of one year or longer from Evergy Kansas Metro or Evergy Missouri Metro.
- 9. This tariff is subject to Evergy Kansas Metro’s Rules and Regulations as approved by the State Corporation Commission of Kansas.

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

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SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 6

which was filed December 28<sup>31</sup>, 2023—2024

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

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**ENERGY COST ADJUSTMENT**

- 10. This tariff is subject to all applicable Kansas statutes and regulations regarding the filing and investigation of complaints on unreasonable, unfair or unjust rates.
- 11. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report detailing all of the Virtual Energy Transactions entered into the previous calendar month.
- 12. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report summarizing the activity in Accounts 447, 555 and 565. The Report shall provide by Account, by SPP Charge Type for SPP transactions, the net change in the Account balance, and MWhs purchased or sold for the month.
- 13. Costs and revenues incurred due to participation in markets associated with RTO's need not be detailed below to be considered F, P, E or OSSR should the RTO implement a new market settlement charge type not listed below. If the RTO receives approval by FERC to remove or add new charges or credits, Evergy Metro will be permitted to include those new charges or credits in this ECA calculation. Upon notice of such changes, Evergy Metro will notify Staff in writing to the inclusion of the new charges or credits.

— The following are Southwest Power Pool ("SPP") market settlement charge types:

- Day Ahead Ramp Capability Up Amount
- Day Ahead Ramp Capability Down Amount
- Day Ahead Ramp Capability Up Distribution Amount
- Day Ahead Ramp Capability Down Distribution Amount
- Day Ahead Regulation Down Service Amount
- Day Ahead Regulation Down Service Distribution Amount
- Day Ahead Regulation Up Service Amount
- Day Ahead Regulation Up Service Distribution Amount
- Day Ahead Spinning Reserve Amount
- Day Ahead Spinning Reserve Distribution Amount
- Day Ahead Supplemental Reserve Amount

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SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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**ENERGY COST ADJUSTMENT**

- Day Ahead Supplemental Reserve Distribution Amount
- Real Time Contingency Reserve Deployment Failure Amount
- Real Time Contingency Reserve Deployment Failure Distribution Amount
- Real Time Ramp Capability Up Amount
- Real Time Ramp Capability Down Amount
- ~~Real Time Ramp Capability Up Distribution Amount~~
- Real Time Ramp Capability Down Distribution Amount
- Real Time Ramp Capability Non-Performance Amount
- Real Time Ramp Capability Non-Performance Distribution Amount
- Real Time Regulation Service Deployment Adjustment Amount
- Real Time Regulation Down Service Amount
- Real Time Regulation Down Service Distribution Amount
- Real Time Regulation Non-Performance
- Real Time Regulation Non-Performance Distribution
- Real Time Regulation Up Service Amount
- Real Time Regulation Up Service Distribution Amount
- Real Time Spinning Reserve Amount
- Real Time Spinning Reserve Distribution Amount
- Real Time Supplemental Reserve Amount
- Real Time Supplemental Reserve Distribution Amount
- Day Ahead Asset Energy
- Day Ahead Non-Asset Energy
- Day Ahead Virtual Energy Amount
- Real Time Asset Energy Amount
- Real Time Non-Asset Energy Amount
- Real Time Virtual Energy Amount
- Transmission Congestion Rights Funding Amount
- Transmission Congestion Rights Daily Uplift Amount
- Transmission Congestion Rights Monthly Payback Amount
- Transmission Congestion Rights Annual Payback Amount
- Transmission Congestion Rights Annual Closeout Amount
- Transmission Congestion Rights Auction Transaction Amount
- Auction Revenue Rights Funding Amount
- Auction Revenue Rights Uplift Amount
- Auction Revenue Rights Monthly Payback Amount
- Auction Revenue Annual Payback Amount

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SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 8

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**ENERGY COST ADJUSTMENT**

- Auction Revenue Rights Annual Closeout Amount
- Day Ahead Demand Reduction Amount
- Day Ahead Demand Reduction Distribution Amount
- Day Ahead Grandfathered Agreement Carve Out Daily Amount
- Grandfathered Agreement Carve Out Distribution Daily Amount
- Day Ahead Grandfathered Agreement Carve Out Monthly Amount
- Grandfathered Agreement Carve Out Distribution Monthly Amount
- Day Ahead Grandfathered Agreement Carve Out Yearly Amount
- Grandfathered Agreement Carve Out Distribution Yearly Amount
- Day Ahead Make Whole Payment Amount
- Day Ahead Make Whole Payment Distribution Amount
- Day Ahead Combined Interest Resource Adjustment Amount
- Real Time Combined Interest Resource Adjustment Amount
- Miscellaneous Amount
- Reliability Unit Commitment Make Whole Payment Amount
- Real Time Out of Merit Amount
- Reliability Unit Commitment Make Whole Payment Distribution Amount
- Over Collected Losses Distribution Amount
- Real Time Joint Operating Agreement Amount
- Real Time Reserve Sharing Group Amount
- Real Time Reserve Sharing Group Distribution Amount
- Real Time Demand Reduction Amount
- Real Time Demand Reduction Distribution Amount
- Real Time Pseudo Tie Congestion Amount
- Real Time Pseudo Tie Losses Amount
- Unused Regulation Up Mileage Make Whole Payment Amount
- Unused Regulation Down Mileage Make Whole Payment Amount
- Revenue Neutrality Uplift Distribution Amount
- Real Time Make Whole Payment
- Real Time Make Whole Payment Distribution
- Integrated Marketplace Facilitation Administration Service
- Transmission Congestion Rights Administration Service
- Real-Time Uninstructed Resource Deviation Amount
- Real-Time Uninstructed Resource Deviation Distribution Amount
- Local Reliability Distribution Amount
- Day-Ahead Self-Incremental Energy Make Whole Payment Amount

Issued November ± 2024  
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By \_\_\_\_\_  
Darrin Ives, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 9

which was filed December 28~~31~~, 2023—2024

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

Sheet 9 of ~~98~~ Sheets

**ENERGY COST ADJUSTMENT**

Real-Time Incremental Energy Make Whole Payment Amount,  
Reliability Unit Commitment ("RUC") Self-Incremental Energy Make Whole Payment Amount

14. Hedging Transactions, as approved by the Commission in Docket No. 23-EKCE-846-TAR, shall be included as a recoverable expense or revenue, recorded to Account 447, Account 501, Account 518, Account 547, Account 555, Account 559.3 or Account 577.3, as long as the transaction serves a legitimate hedging purpose such as:

- In support of physical operation related to coal, fuel, oil, natural gas, or nuclear;
- In anticipation of significant deviations in load or weather forecast; or
- Other situations in which the primary purpose of entering into the physical or financial transaction is to reduce the open price exposure risk to Evergy Kansas Metro ratepayers.

Issued November ± 2024  
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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ LPS \_\_\_\_\_ Sheet 1

which was filed \_\_\_\_\_ November 21, 2023 \_\_\_\_\_

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

Sheet 1 of 9 Sheets

**LARGE POWER SERVICE**

**AVAILABILITY**

For electric service through one meter to a customer using electric service for purposes other than those included in the availability provisions of the Residential Service Rate Schedule. At the Company's discretion, service may be provided through more than one meter where it is economical for the Company to do so. For electric service through a separately metered circuit for water heating connected prior to March 1, 1999.

For secondary electric service through a separately metered circuit for electric space heating purposes. Electric space heating equipment may be supplemented by or used as a supplement to wood burning fireplaces, wood burning stoves, active or passive solar heating, and in conjunction with fossil fuels where the combination of energy sources results in a net economic benefit to the customer. Electric space heating equipment shall be permanently installed, thermostatically controlled, and of a size and design approved by the Company. In addition to the electric space heating equipment, only permanently installed all electric equipment, used to cool or air condition the same space which is electrically heated, may be connected to the separately metered circuit.

Standby, breakdown, or supplementary service will not be supplied under this schedule unless the customer first enters into a special contract which includes technical and safety requirements. These requirements, and the associated interconnection costs, shall be reasonable and assessed on a nondiscriminatory basis with respect to other customers with similar load characteristics. Temporary service supplied under this schedule will be connected and disconnected in accordance with the General Rules and Regulations.

**APPLICABILITY**

Applicable to multiple-occupancy buildings when the tenants or occupants of the building are furnished with electric service on a rent inclusion basis and the customer qualifies under Sections 9.03 – 9.08 of Company's General Rules and Regulations pertaining to Metering.

This rate also will be applied to the combined use of a customer at the premises where two or more classes of service (such as one-phase and three-phase services) to the customer at such premises are measured by separate meters, but only in the case of customers connected prior to August 25, 1976. Monthly Maximum Demand will be computed as the sum of the individual meters' monthly maximum 30-minute interval demand. Customers with more than one class of service connected on or after August 25, 1976, will be billed separately for each class of service.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ LPS \_\_\_\_\_ Sheet 2

which was filed \_\_\_\_\_ November 21, 2023 \_\_\_\_\_

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

Sheet 2 of 9 Sheets

**LARGE POWER SERVICE**

If the customer billing demand remains below 1,500 kW in each billing month during a twelve-month period, the customer will be reclassified and will prospectively take service pursuant to the rates, terms, and conditions of the appropriate rate schedule determined by their peak billing demand over that period. Customers whose monthly demand is reasonably expected to reach or exceed one hundred thousand (100,000) kilowatts shall not be allowed to continue receiving service under this schedule and will be required to receive service under Schedule LLPS.

**TERM OF CONTRACT**

Contracts under this schedule shall be in accordance with the General Rules and Regulations, generally for a period of not less than one year from the effective date thereof, except in the case of temporary service.

**RATE FOR SERVICE AT SECONDARY VOLTAGE**

2LPSE, 2LPSEW, 2LPSEWP

1. CUSTOMER CHARGE:

Customer pays one of the following charges per month based upon the Facilities Demand:

0 - 999 kW	\$102.86
1000 kW or above	\$703.51

2. FACILITIES CHARGE:

Per kW of Facilities Demand per month \$2.979

3. DEMAND CHARGE:

Per kW of Billing Demand per month	<u>Summer Season</u>	<u>Winter Season</u>
	\$11.683	\$5.598

4. ENERGY CHARGE:

Per kWh associated with:	<u>Summer Season</u>	<u>Winter Season</u>
On-Peak	\$0.07852 per kWh	\$0.04146 per kWh
Off-Peak	\$0.04182 per kWh	\$0.03538 per kWh

5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

Per kW of Billing Demand per month	<u>Summer Season</u>	<u>Winter Season</u>
	\$6.433	\$3.266

6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ LPS \_\_\_\_\_ Sheet 3

which was filed \_\_\_\_\_ November 21, 2023 \_\_\_\_\_

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

Sheet 3 of 9 Sheets

**LARGE POWER SERVICE**

Per kWh associated with:

	<u>Summer Season</u>	<u>Winter Season</u>
First 180 Hours Use per month	\$0.06409perkWh	\$0.06425 per kWh
Next 180 Hours Use per month	\$0.04581 per kWh	\$0.03903 per kWh
Over 360 Hours Use per month	\$0.02620 per kWh	\$0.02916 per kWh

**RATE FOR SERVICE AT PRIMARY VOLTAGE**

2LPSF, 2LPSFP, 2LPSFW

1. CUSTOMER CHARGE:

Customer pays one of the following charges per month based upon the Facilities Demand:

0 - 999 kW	\$102.86
1000 kW or above	\$703.51

2. FACILITIES CHARGE:

Per kW of Facilities Demand per month \$2.501

3. DEMAND CHARGE:

	<u>Summer Season</u>	<u>Winter Season</u>
Per kW of Billing Demand per month	\$11.744	\$5.698

4. ENERGY CHARGE:

Per kWh associated with:	<u>Summer Season</u>	<u>Winter Season</u>
On-Peak	\$0.07299 per kWh	\$0.03854 per kWh
Off-Peak	\$0.03888 per kWh	\$0.03288 per kWh

5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

	<u>Summer Season</u>	<u>Winter Season</u>
Per kW of Billing Demand per month	\$6.313	\$3.194

6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ LPS \_\_\_\_\_ Sheet 6

which was filed \_\_\_\_\_ November 21, 2023 \_\_\_\_\_

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

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**LARGE POWER SERVICE**

greater than fifty percent (50%) of the customer's Monthly Maximum Demand (kW) in that month. The maximum reactive demand in kilovars shall be computed similarly to the Monthly Maximum Demand as defined in the Determination of Demands section.

**MINIMUM MONTHLY BILL**

The Minimum Monthly Bill shall be equal to the sum of the Customer Charge, Facilities Charge, Demand Charge, and Reactive Demand Adjustment.

**SUMMER AND WINTER SEASONS**

For determination of Seasonal periods, the four (4) summer months shall be defined as the four (4) monthly billing periods of June through September. The eight (8) winter months shall be defined as the eight (8) monthly bill periods of October through May. Customer bills for meter reading periods including one or more days in both seasons will reflect the number of days in each season.

**CUSTOMER DEFINITIONS**

Secondary Voltage Customer - Receives service on the low side of the line transformer.

Primary Voltage Customer - Receives service at Primary voltage of 12,000 volts or over but not exceeding 69,000 volts. Customer will own all equipment necessary for transformation including the line transformer.

Water Heating Customer - Customer connected prior to March 1, 1999, that receives service through a separately metered circuit as the sole means of water heating with an electric water heater of a size and design approved by the Company.

Substation Voltage Customer - Service is taken directly out of a distribution substation at primary voltage. The customer will own the feeder circuits out of this substation.

Transmission Voltage Customer - The customer owns, leases, or otherwise bears financial responsibility for the distribution substation. Service is taken off of the Company's transmission system.

**DETERMINATION OF DEMANDS**

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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(Name of Issuing Utility)

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EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ LPS \_\_\_\_\_ Sheet 7

which was filed \_\_\_\_\_ November 21, 2023 \_\_\_\_\_

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Sheet 7 of 9 Sheets

**LARGE POWER SERVICE**

Demand will be determined by demand instruments or, at the Company's option, by demand tests.

**MINIMUM DEMAND**

- 200 kW for service at Secondary Voltage.
- 204 kW for service at Primary Voltage.
- 1008 kW for service at Substation Voltage.
- 1016 kW for service at Transmission Voltage.

**MONTHLY MAXIMUM DEMAND**

The Monthly Maximum Demand is defined as the sum of:

- a. The highest demand indicated in any 30-minute interval during the month on all non-space heat and non-water heat meters.
- b. Plus, the highest demand indicated in any 30-minute interval during the month on the space heat meter, if applicable.
- c. Plus, the highest demand indicated in any 30-minute interval during the month on the water heat meter, if applicable.

**FACILITIES DEMAND**

Facilities Demand shall be equal to the higher of: (a) the highest Monthly Maximum Demand occurring in the last twelve (12) months including the current month or (b) the Minimum Demand.

**DETERMINATION OF HOURS USE**

For Net Metering and Parallel Generation, Total Hours Use in the Summer Season shall be determined by dividing the total monthly kWh on all meters by the Monthly Maximum Demand in the current month. Total Hours Use in the Winter Season shall be determined by dividing the total monthly kWh on all meters (excluding separately metered space heat kWh) by the Monthly Maximum Demand (excluding separately metered space

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EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ LPS \_\_\_\_\_ Sheet 8

which was filed \_\_\_\_\_ November 21, 2023 \_\_\_\_\_

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

Sheet 8 of 9 Sheets

**LARGE POWER SERVICE**

heat kW) in the current month. The kWh associated with a given number of Hours Use is computed by multiplying the Monthly Maximum Demand (excluding separately metered space heat kW in the Winter Season) by that number of Hours Use.

**PRICING PERIODS**

Pricing periods are established in Central Standard Time year-round. The hours for each pricing period are as follows:

On-Peak	3pm-7pm, Monday through Friday, excluding holidays.
Off-Peak	All other hours

Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

**METERING AT DIFFERENT VOLTAGES**

The Company may, at its option, install metering equipment on the secondary side of a Primary Voltage Customer's transformer. In that event, the customer's metered demand and energy shall be increased either by the installation of compensation metering equipment, or by 2.34% if metering equipment is not compensated.

The Company may also, at its option, install metering equipment on the primary side of the transformer for a Secondary Voltage Customer. In this case, the customer's metered demand and energy shall be decreased by 2.29%, or alternatively, compensation metering may be installed.

For substation voltage customers metered at primary or secondary voltage level, the metered demand and energy shall be increased by 1.20% (metered at primary voltage) or 3.56% (metered at secondary voltage), or alternatively, compensation metering may be installed.

For transmission voltage customers metered at substation, primary, or secondary voltage level, the metered demand and energy shall be increased by 0.90% (metered at substation voltage), 2.11% (metered at primary voltage), or 4.50% (metered at secondary voltage), or alternatively, compensation metering may be installed.

**SERVICE AT TRANSMISSION VOLTAGE**

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**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule \_\_\_\_\_ LPS \_\_\_\_\_ Sheet 9

which was filed \_\_\_\_\_ November 21, 2023 \_\_\_\_\_

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

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**LARGE POWER SERVICE**

When a customer receives service at transmission voltage through a lease arrangement (or another type of arrangement where financial responsibility is assumed), then additional applicable terms and conditions shall be covered in the lease agreement (or financial responsibility arrangement).

**ADJUSTMENTS AND SURCHARGES**

The rates hereunder are subject to adjustment as provided in the following schedules:

- Energy Cost Adjustment (ECA)
- Energy Efficiency Rider (EER)
- Property Tax Surcharge (PTS)
- Tax Adjustment (TA)
- Transmission Delivery Charge (TDC)

**REGULATIONS**

Subject to Rules and Regulations filed with the State Regulatory Commission.

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EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

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SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule Initial Sheet 1

which was filed November 21, 2023

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

Sheet 1 of 9 Sheets

**LARGE POWER SERVICE  
Schedule LPS**

**AVAILABILITY**

For electric service through one meter to a customer using electric service for purposes other than those included in the availability provisions of the Residential Service Rate Schedule. At the Company's discretion, service may be provided through more than one meter where it is economical for the Company to do so. For electric service through a separately metered circuit for water heating connected prior to March 1, 1999.

For secondary electric service through a separately metered circuit for electric space heating purposes. Electric space heating equipment may be supplemented by or used as a supplement to wood burning fireplaces, wood burning stoves, active or passive solar heating, and in conjunction with fossil fuels where the combination of energy sources results in a net economic benefit to the customer. Electric space heating equipment shall be permanently installed, thermostatically controlled, and of a size and design approved by the Company. In addition to the electric space heating equipment, only permanently installed all electric equipment, used to cool or air condition the same space which is electrically heated, may be connected to the separately metered circuit.

Standby, breakdown, or supplementary service will not be supplied under this schedule unless the customer first enters into a special contract which includes technical and safety requirements. These requirements, and the associated interconnection costs, shall be reasonable and assessed on a nondiscriminatory basis with respect to other customers with similar load characteristics. Temporary service supplied under this schedule will be connected and disconnected in accordance with the General Rules and Regulations.

**APPLICABILITY**

Applicable to multiple-occupancy buildings when the tenants or occupants of the building are furnished with electric service on a rent inclusion basis and the customer qualifies under Sections 9.03 – 9.08 of Company's General Rules and Regulations pertaining to Metering.

This rate also will be applied to the combined use of a customer at the premises where two or more classes of service (such as one-phase and three-phase services) to the customer at such premises are measured by separate meters, but only in the case of customers connected prior to August 25, 1976. Monthly Maximum Demand will be computed as the sum of the individual meters' monthly maximum 30-minute interval demand. Customers with more than one class of service connected on or after August 25, 1976, will be billed separately for each class of service.

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule Initial Sheet 2

which was filed November 21, 2023

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

Sheet 2 of 9 Sheets

**LARGE POWER SERVICE  
Schedule LPS**

If the customer billing demand remains below 1,500 kW in each billing month during a twelve-month period, the customer will be reclassified and will prospectively take service pursuant to the rates, terms, and conditions of the appropriate rate schedule determined by their peak billing demand over that period. Customers whose monthly demand is reasonably expected to reach or exceed one hundred thousand (100,000) kilowatts shall not be allowed to continue receiving service under this schedule and will be required to receive service under Schedule LLPS.

**TERM OF CONTRACT**

Contracts under this schedule shall be in accordance with the General Rules and Regulations, generally for a period of not less than one year from the effective date thereof, except in the case of temporary service.

**RATE FOR SERVICE AT SECONDARY VOLTAGE: 2LPSE, 2LPSEW, 2LPSEWP**

1. CUSTOMER CHARGE:

A. Customer pays one of the following charges per month based upon the Facilities Demand:

0 - 999 kW	\$102.86
1000 kW or above	\$703.51

2. FACILITIES CHARGE:

Per kW of Facilities Demand per month \$2.979

3. DEMAND CHARGE:

Per kW of Billing Demand per month	<u>Summer Season</u> \$11.683	<u>Winter Season</u> \$5.598
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4. ENERGY CHARGE:

Per kWh associated with:	<u>Summer Season</u>	<u>Winter Season</u>
On-Peak	\$0.07852 per kWh	\$0.04146 per kWh
Off-Peak	\$0.04182 per kWh	\$0.03538 per kWh

5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

Per kW of Billing Demand per month	<u>Summer Season</u> \$6.433	<u>Winter Season</u> \$3.266
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SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

Replacing Schedule Initial Sheet 3

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed November 21, 2023

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

Sheet 3 of 9 Sheets

**LARGE POWER SERVICE  
Schedule LPS**

**6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)**

Per kWh associated with:

	<u>Summer Season</u>	<u>Winter Season</u>
First 180 Hours Use per month	\$0.06409perkWh	\$0.06425 per kWh
Next 180 Hours Use per month	\$0.04581 per kWh	\$0.03903 per kWh
Over 360 Hours Use per month	\$0.02620 per kWh	\$0.02916 per kWh

**RATE FOR SERVICE AT PRIMARY VOLTAGE: 2LPSF, 2LPSFP, 2LPSFW**

**1. CUSTOMER CHARGE:**

Customer pays one of the following charges per month based upon the Facilities Demand:

0 - 999 kW	\$102.86
1000 kW or above	\$703.51

**2. FACILITIES CHARGE:**

Per kW of Facilities Demand per month \$2.501

**3. DEMAND CHARGE:**

	<u>Summer Season</u>	<u>Winter Season</u>
Per kW of Billing Demand per month	\$11.744	\$5.698

**4. ENERGY CHARGE:**

Per kWh associated with:

	<u>Summer Season</u>	<u>Winter Season</u>
On-Peak	\$0.07299 per kWh	\$0.03854 per kWh
Off-Peak	\$0.03888 per kWh	\$0.03288 per kWh

**5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION)**

	<u>Summer Season</u>	<u>Winter Season</u>
Per kW of Billing Demand per month	\$6.313	\$3.194

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**THE STATE CORPORATION COMMISSION OF KANSAS**

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(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

Replacing Schedule Initial Sheet 4

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed November 21, 2023

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

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**LARGE POWER SERVICE  
Schedule LPS**

**6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)**

Per kWh associated with:	<u>Summer Season</u>	<u>Winter Season</u>
First 180 Hours Use per month	\$0.06226 per kWh	\$0.06225 per kWh
Next 180 Hours Use per month	\$0.04444 per kWh	\$0.03813 per kWh
Over 360 Hours Use per month	\$0.02521 per kWh	\$0.02844 per kWh

**RATE FOR SERVICE AT SUBSTATION VOLTAGE: 2LPSU**

1. CUSTOMER CHARGE: Customer pays the following charge per month		\$751.02
2. FACILITIES CHARGE: Per kW of Facilities Demand per month		\$0.793
3. DEMAND CHARGE: Per kW of Billing Demand per month:	<u>Summer Season</u>	<u>Winter Season</u>
	\$12.562	\$5.796
4. ENERGY CHARGE: Per kWh associated with:	<u>Summer Season</u>	<u>Winter Season</u>
On-Peak	\$0.06863 per kWh	\$0.03624 per kWh
Off-Peak	\$0.03656 per kWh	\$0.03092 per kWh
5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION) Per kW of Billing Demand per month:	<u>Summer Season</u>	<u>Winter Season</u>
	\$10.216	\$2.917
6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION) Per kWh associated with:	<u>Summer Season</u>	<u>Winter Season</u>
First 180 Hours Use per month	\$0.05327 per kWh	\$0.04982 per kWh
Next 180 Hours Use per month	\$0.03229 per kWh	\$0.03518 per kWh

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(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule Initial Sheet 5

which was filed November 21, 2023

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

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**LARGE POWER SERVICE  
Schedule LPS**

Over 360 Hours Use per month \$0.01869 per kWh \$0.02541 per kWh

**RATE FOR SERVICE AT TRANSMISSION VOLTAGE: 2LPSW**

1. CUSTOMER CHARGE:  
Customer pays the following charge per month: \$751.02
2. FACILITIES CHARGE:  
Per kW of Facilities Demand per month \$0.000
3. DEMAND CHARGE:  
Per kW of Billing Demand per month:
 

	<u>Summer Season</u>	<u>Winter Season</u>
	\$12.562	\$5.796
4. ENERGY CHARGE:  
Per kWh associated with:
 

	<u>Summer Season</u>	<u>Winter Season</u>
On-Peak	\$0.06811 per kWh	\$0.03597 per kWh
Off-Peak	\$0.03628 per kWh	\$0.03069 per kWh
5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION)  
Per kW of Billing Demand per month:
 

	<u>Summer Season</u>	<u>Winter Season</u>
First 2541 kW	\$10.840	\$7.368
Next 2541 kW	\$10.124	\$6.718
Next 2541 kW	\$7.480	\$5.223
All kW over 7623 kW	\$5.460	\$4.020
6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)  
Per kWh associated with:
 

	<u>Summer Season</u>	<u>Winter Season</u>
First 180 Hours Use per month	\$0.05260 per kWh	\$0.04930 per kWh
Next 180 Hours Use per month	\$0.03189 per kWh	\$0.03478 per kWh
Over 360 Hours Use per month	\$0.01828 per kWh	\$0.02499 per kWh

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By \_\_\_\_\_  
Darrin Ives, Vice President

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EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ LPS \_\_\_\_\_

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule Initial Sheet 6

which was filed November 21, 2023

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**LARGE POWER SERVICE  
Schedule LPS**

**REACTIVE DEMAND ADJUSTMENT (Secondary, Primary, Substation, and Transmission Service)**

Company may determine the customer's monthly maximum 30-minute reactive demand in kilovars. In each month a charge of \$0.663 per month shall be made for each kilovar by which such maximum reactive demand is greater than fifty percent (50%) of the customer's Monthly Maximum Demand (kW) in that month. The maximum reactive demand in kilovars shall be computed similarly to the Monthly Maximum Demand as defined in the Determination of Demands section.

**MINIMUM MONTHLY BILL**

The Minimum Monthly Bill shall be equal to the sum of the Customer Charge, Facilities Charge, Demand Charge, and Reactive Demand Adjustment.

**SUMMER AND WINTER SEASONS**

For determination of Seasonal periods, the four (4) summer months shall be defined as the four (4) monthly billing periods of June through September. The eight (8) winter months shall be defined as the eight (8) monthly bill periods of October through May. Customer bills for meter reading periods including one or more days in both seasons will reflect the number of days in each season.

**CUSTOMER DEFINITIONS**

Secondary Voltage Customer - Receives service on the low side of the line transformer.

Primary Voltage Customer - Receives service at Primary voltage of 12,000 volts or over but not exceeding 69,000 volts. Customer will own all equipment necessary for transformation including the line transformer.

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EVERGY KANSAS METRO RATE AREA

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- Water Heating Customer - Customer connected prior to March 1, 1999, that receives service through a separately metered circuit as the sole means of water heating with an electric water heater of a size and design approved by the Company.
- Substation Voltage Customer - Service is taken directly out of a distribution substation at primary voltage. The customer will own the feeder circuits out of this substation.
- Transmission Voltage Customer - The customer owns, leases, or otherwise bears financial responsibility for the distribution substation. Service is taken off of the Company's transmission system.

**DETERMINATION OF DEMANDS**

Demand will be determined by demand instruments or, at the Company's option, by demand tests.

**MINIMUM DEMAND**

- 200 kW for service at Secondary Voltage.
- 204 kW for service at Primary Voltage.
- 1008 kW for service at Substation Voltage.
- 1016 kW for service at Transmission Voltage.

**MONTHLY MAXIMUM DEMAND**

The Monthly Maximum Demand is defined as the sum of:

- a. The highest demand indicated in any 30-minute interval during the month on all non-space heat and non-water heat meters.
- b. Plus, the highest demand indicated in any 30-minute interval during the month on the space heat meter, if applicable.
- c. Plus, the highest demand indicated in any 30-minute interval during the month on the water heat meter, if applicable.

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**FACILITIES DEMAND**

Facilities Demand shall be equal to the higher of: (a) the highest Monthly Maximum Demand occurring in the last twelve (12) months including the current month or (b) the Minimum Demand.

**DETERMINATION OF HOURS USE**

For Net Metering and Parallel Generation, Total Hours Use in the Summer Season shall be determined by dividing the total monthly kWh on all meters by the Monthly Maximum Demand in the current month. Total Hours Use in the Winter Season shall be determined by dividing the total monthly kWh on all meters (excluding separately metered space heat kWh) by the Monthly Maximum Demand (excluding separately metered space heat kW) in the current month. The kWh associated with a given number of Hours Use is computed by multiplying the Monthly Maximum Demand (excluding separately metered space heat kW in the Winter Season) by that number of Hours Use.

**PRICING PERIODS**

Pricing periods are established in Central Standard Time year-round. The hours for each pricing period are as follows:

On-Peak	3pm-7pm, Monday through Friday, excluding holidays.
Off-Peak	All other hours

Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

**METERING AT DIFFERENT VOLTAGES**

The Company may, at its option, install metering equipment on the secondary side of a Primary Voltage Customer's transformer. In that event, the customer's metered demand and energy shall be increased either by the installation of compensation metering equipment, or by 2.34% if metering equipment is not compensated.

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The Company may also, at its option, install metering equipment on the primary side of the transformer for a Secondary Voltage Customer. In this case, the customer's metered demand and energy shall be decreased by 2.29%, or alternatively, compensation metering may be installed.

For substation voltage customers metered at primary or secondary voltage level, the metered demand and energy shall be increased by 1.20% (metered at primary voltage) or 3.56% (metered at secondary voltage), or alternatively, compensation metering may be installed.

For transmission voltage customers metered at substation, primary, or secondary voltage level, the metered demand and energy shall be increased by 0.90% (metered at substation voltage), 2.11% (metered at primary voltage), or 4.50% (metered at secondary voltage), or alternatively, compensation metering may be installed.

**SERVICE AT TRANSMISSION VOLTAGE**

When a customer receives service at transmission voltage through a lease arrangement (or another type of arrangement where financial responsibility is assumed), then additional applicable terms and conditions shall be covered in the lease agreement (or financial responsibility arrangement).

**ADJUSTMENTS AND SURCHARGES**

The rates hereunder are subject to adjustment as provided in the following schedules:

- Energy Cost Adjustment (ECA)
- Energy Efficiency Rider (EER)
- Property Tax Surcharge (PTS)
- Tax Adjustment (TA)
- Transmission Delivery Charge (TDC)

**REGULATIONS**

Subject to Rules and Regulations filed with the State Regulatory Commission.

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**8. LINE EXTENSION POLICY**

**8.01 Purpose**

The purpose of this policy is to set forth the service connection and distribution system extension requirements when one (1) or more applicants request overhead or underground electric service at premises not connected to Company’s distribution system or request an alteration in service to premises already connected where such change necessitates additional investment by the Company.

**8.02 Definition of Terms**

- A. Applicant: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of an electric Distribution Extension, Extension Upgrade, or Relocation.
- B. Basic Extension Request: A request by Applicant for a Distribution Extension for which Company specified facilities are provided free of charge to the Applicant.
- C. Construction Allowance: The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction, and which is made by Company. The formula used to determine the appropriate Construction Allowance will be based on Company’s feasibility model.
- D. Construction Charges: That portion of the Distribution Extension’s construction costs for which the Applicant is responsible. The Electric Service Standards and the provisions in this extension policy specify which segments of service shall be furnished by Applicant and which segments are provided by Company at cost to Applicant. These charges may consist of the following components:
  - 1. Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and Company and specified in the Facilities Extension Agreement.)

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- 2. Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant's requisite performance as outlined in the Facilities Extension Agreement.
  
- E. Distribution Extension: Distribution facilities including primary and secondary distribution lines, transformers, service laterals and all appurtenant facilities and meter installation facilities installed by Company.
  
- F. Electric Service Standards: Company's Electric Service Standards available upon request to any Applicant, defines Company's uniform standards and requirements for installation, wiring and system design.
  
- G. Estimated Construction Costs: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental underground and overhead expenses connected therewith. Where special items, not incorporated in the Electric Service Standards, are required to meet construction conditions, the cost thereof shall also be included as a non-standard cost.
  
- H. Extension Completion Date: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Company records.
  
- I. Extension Upgrade: The increase in capacity of existing electric distribution facilities necessitated by Applicant's estimated electric requirements and for which Company determines that such facilities can be reasonably installed.
  
- J. Facilities Extension Agreement: Written agreement between Applicant and Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, etc. in accordance with this extension policy.
  
- K. Indeterminate Service: Service that is of an indefinite or indeterminate nature where the amount and permanency of service cannot be reasonably assured to predict the revenue stream from Applicant. For purposes of uniform application, "Indeterminate Service" may include such service as may be required for the speculative development of property, mobile buildings, mines, quarries, oil or gas wells, sand pits and other ventures that may reasonably be deemed to be speculative in nature.

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L. Permanent Service: Overhead or underground electric line extensions for primary or secondary service where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured.

M. Temporary Service: Any service that is of a known temporary nature, excluding service for construction power, and shall not be continued for a period longer than twelve (12) months.

**8.03 General Provisions**

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

B. Service Classification: Company at its reasonable discretion, after consideration of Applicant's electric requirements, will designate the class of service requested as Permanent, Indeterminate or Temporary in accordance with the definitions set forth in Section 8.02.

1. For Temporary Service, the following will apply.

a. Applicant is required to pay to Company a nonrefundable Construction Charge equal to the estimated net cost of installing, owning, and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences.

2. For Indeterminate Service, the following will apply.

a. Applicant shall be required to pay to Company in advance of Company's construction all the Estimated Construction Charges. The Construction Charges will be considered non-refundable.

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- b. When the cost of extension exceeds the anticipated revenue to be derived and no secondary use of the extension is expected an additional charge to Applicant may be required to address extension removal. The additional charge will cover the cost of insurance, cost of removal, license and fees, taxes, operation and maintenance and administrative and general expenses of such facilities.
  - c. The Construction Charges will be considered non-refundable unless, at the reasonable discretion of Company and upon written request of the Applicant, the Applicant is reclassified to Permanent Service during the five years after service is established.
- C. Facility Type: Determination of facility type and route taken by those facilities will be made by Company to be consistent with the characteristics of an Applicant's requirements and the nature of Company's existing facilities in the area.
- 1. The facilities provided will be constructed to conform to the Electric Service Standards. Except as otherwise provided, the type of construction required to serve the Applicant appropriately will be determined by Company.
- D. Extensions of Distribution Lines: Each application to the Company for electric service will be studied, as received, to determine the amount of investment warranted to supply electric service at premises not adjacent to its existing distribution facilities. At its reasonable discretion, the Company will determine the extension type and route in accordance with Applicant requested capacity, voltage, and phase among other characteristics.
- E. Distribution Extension - Contributions to Cost: Company may contribute to the cost of constructing distribution line extensions. If the project is cancelled by the Applicant, Company shall have no further obligation, and any costs associated with planning, engineering and any other reasonable costs which have already been incurred which cannot be canceled shall be reimbursed to Company by Applicant. If the Applicant's advance payment exceeds incurred costs, the difference will be reimbursed to the Applicant. Estimated construction cost estimates are valid for 90 days.
- 1. Company reserves the right to modify such contribution or guarantee of revenue after actual costs become known (true-up).

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- 2. If Applicant or Company terminates electric service, the remaining unpaid contribution shall become immediately due and payable. Company may discontinue electric service if Applicant fails to pay the monthly installments.
- 3. In any area where Company's existing distribution facilities are constructed underground, or if the governmental body having jurisdiction requires underground construction, then only underground conductors will be permitted.

F. Underground Electric Extension: Company may make underground electric distribution system extensions when Applicant or Applicants request such extensions. Applicant or Applicants will contribute to Company an amount equal to the estimated cost differential between the total cost of the proposed underground distribution extension and the total cost of a conventional overhead distribution extension. All underground facilities installed by the Applicant shall meet the Company's specifications and be approved by the Company in advance of their installation.

- 1. When underground construction is used,
  - a. Off Applicant's property, Company will coordinate trenching, conduit, backfilling, and other items.
  - b. On Applicant's property, Applicant may supply trenching, conduit, backfilling, and other items.
  - c. All such in-kind work shall be constructed or completed to Company's construction specifications and in conjunction with Company's construction schedule. Company, at its reasonable discretion, shall require Applicant's in-kind work to be redone if not constructed according to Company's construction specifications.

G. Right-of-Way Limitations: Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and/or easements satisfactory to Company have been

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received. Company shall not in any case be required to secure private rights-of-way or easements for the purpose of making extensions of electric distribution lines or other facilities to property owned or otherwise controlled by Applicant. Applicant may provide or procure for Company such private rights-of-way and/or easements as are satisfactory to Company for the construction, operation, and maintenance by Company of its facilities necessary or incidental to the supplying of electric service. Such rights-of-way and/or easements shall be free and clear of obstructions and trees when it interferes with construction and operation of the extension and graded to within six (6) inches of final grade by Applicant. Costs to remove such obstructions and prepare grading are the Applicant's responsibility. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions required. However, Company will not make extensions on streets or alleys not covered by lawful franchise grants or any applicable statute or regulation.

- H. Relocation of Company Facilities: Applicant shall consult Company before beginning any construction that may affect Company's facilities. Applicant 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. Applicant 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. Applicant shall reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at Applicant's request. Company's facilities shall be removed or relocated only by Company's employees, agents, or authorized representatives. If Applicant's request to relocate Company's facilities is associated with Applicant's expansion, then Section 8.06 Extensions of Lines to Non- Residential Applicants shall apply.
- I. Ownership of Facilities: Except as noted below, all Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of Company once approved and accepted by Company.
  - 1. Residential customers shall retain ownership of underground conduits between the meter and the Company transformer.
  - 2. Non-residential customers shall retain ownership of underground conduits and conductors between the meter and the Company transformer.

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**8.04 Permanent Residential Extensions**

**A. Residential Line Extensions to Permanent Single-Family Homes (Basic Extension Request)**

1. Residential Applicants shall mean those Applicants having single or multiple units within a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy, 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 Applicant's household, home, detached garage on the same premise as Applicant's home, or place of dwelling for the maintenance or improvement of Applicant's quality of life. Residential Applicant uses shall also include domestic premises served through one meter that have been converted from one to no more than four single-family dwelling units each having separate kitchen facilities; and also premises in which four 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. The Company has reasonable discretion in determining if a proposed load is Residential.
2. Company shall calculate and contribute the cost to construct a standard one-quarter (1/4) mile extension from the nearest existing electric distribution line having sufficient capacity to provide adequate electric service to Applicant along easements, streets, roads, highways, and alleys. The standard one-quarter (1/4) mile extension will consist of the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per Residential Applicant.
3. Applications for electric service beyond the Basic Extension Request, such as requests requiring more than 25 kVA of transformer capacity, extensions of three-phase service, line extensions further than 1/4 mile, or line extensions requiring more than available distribution voltage are reserved for special consideration by Company. With respect to those applications, Company may require Applicant to provide contribution or guarantee of revenue. If, in Company's reasonable discretion, any extension requires extraordinary construction costs or the prospective electric service usage is unlikely to generate revenues

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from the extension that will pay Company a fair return on its investment, Company reserves the right to:

- a. require Applicant contribution sufficient to compensate Company for the expense in excess of the Basic Extension,
  - b. a satisfactory guarantee of revenue.
4. In the absence of special arrangements, Company requires the Applicant contribution or a guarantee of revenue in advance of any construction or modification of Company's facilities. Company reserves the right and the customer may request to modify such contribution or guarantee of revenue after actual costs becomes known (true-up). The term "estimated cost" as used herein will be estimated cost for materials, labor and work equipment, plus Company's related overheads. Company may allow Applicant to pay their contribution in equal monthly installments with a 15% down payment. This may come in the form of a unique Customer Charge or an increase to an existing monthly Customer Charge over sixty consecutive bills.

**B. Residential Line Extensions to Permanent Mobile Home Parks**

- 1. The Company will supply individually metered electric service to each non-transient resident in a permanent mobile home court (one constructed comparable to a residential development with such facilities as paved roadways and walkways, underground water and sewer connections, finished, graded, and arranged in an orderly contiguous manner) who shall be responsible for the payment of electric service bills incurred under the applicable Residential rate schedule.
- 2. Mobile home park owners and/or operators receiving all of the electric energy used in the park through a single meter as of November 1, 1978 may continue, at their option, to be served on such one-meter service and will be billed under Company's applicable rate schedule. However, Electric Service to each mobile home within such park will be supplied unmetered and shall not be resold on a metered basis.
- 3. Service will be supplied consistent with the terms and conditions found under the Residential Subdivision Policy, Section 8.05.

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**C. Residential Line Extensions to Transient Mobile Home Parks**

1. Where a court is non-permanent, or where residents of a permanent court are transient, the Company, will Supply single metered electric service under an applicable general service schedule to the premises of the Owner/Operator for redistribution to the individual units and the Owner/Operator shall be responsible for payment of electric service bill to the premises. Electric service to the occupant of a mobile home is here considered an incident of occupancy and to be without a specific or separate charge by the Owner/Operator to the mobile home occupant.

2. Alternatively, upon Customer request and Company approval, or if the Company deems the single metered option is uneconomic or impractical, the Company will supply individually metered electric service to each unit in such courts. The

Owner/Operator may not charge any resident of such unit more than the amount actually billed by the Company for usage by such unit under the Residential rate schedule and shall post in several conspicuous places on the premises a copy of the Company's applicable Residential rate schedule together with a statement as follows:

"The charge for electric service for each trailer space will be billed in accordance with the above rate, except that the minimum charge shall be prorated for partial month's service."

3. Service will be supplied consistent with the terms and conditions found under the Residential Subdivision Policy, Section 8.05.

**D. Resale of Electric Service**

1. No court Owner/Operator shall attempt to meter or to sell electric energy to any occupant of mobile home space other than is herein specified. Evidence of any attempt to resell electric service shall give the Company the right to discontinue service upon 48-hour prior written notice.

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**E. Public Service Mobile Home Court**

- 1. All electric service in any court for use other than by the occupants renting the mobile home space shall be billed to the Owner/Operator on the applicable General Service rate schedule.

- F. Company will own, operate and maintain the electric distribution facilities to the points of delivery. The park Owner/Operator will install, own, and maintain the service terminals at each service location in accordance with Company specifications.

**8.05 Residential Subdivision Extensions**

- A. Availability: Electric service will be extended to new residential subdivisions consisting of average lot sizes of five acres or less at points on the Company's existing distribution facilities.
- B. Applicability: This policy is applicable to developers of residential housing areas above and beyond the scope of the Company's line extension policy. This policy is not applicable to mainlines and laterals in or near the subdivision perimeter, mobile home courts, multi-dwelling construction of more than four units, and/or construction of fewer than five residential units.
- C. Purpose: This policy will encourage orderly planning and coordination between the Company and developers of residential subdivisions. It is intended to assist Applicant's request for new service installations and limit the investment in utility plant required by Company prior to eventual residential customer demand for electricity.
- D. General Requirements: The Applicant shall apply to Company for the design of the electric distribution for the portion of subdivision to be built within a twelve-month period that Applicant plans to build residential housing units upon. Company shall design the initial distribution system based upon the Applicant's plan consisting of all contiguous building sites on both sides of the utility easements within the project area.
- E. Treatment of Costs: Company will split the cost of distribution system equally with the Applicant. Applicant shall make a refundable cash deposit with the Company or provide an irrevocable letter of credit as defined in paragraph F and G below, in an amount equal to 50% of the estimated cost of infrastructure install.

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EVERGY METRO, INC., d.b.a. EVERGY KANSAS METRO

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ Section 8 \_\_\_\_\_

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

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1. If the Applicant elects to make a deposit instead of providing an Irrevocable Letter of Credit (ILOC), the deposit for the electric distribution system will be refunded/released without interest to Applicant in full via a one-time payment when 50% of lots are metered.
  - a. The cost of electric distribution system shall be determined for Applicant's subdivision.
  - b. Applicant shall be eligible for a deposit refund/release of ILOC after construction and setting of permanent meters on at least 50% of the subdivision lots as defined by the contractual agreement for said development.
  - c. Refunds shall not exceed the Applicant's original deposit nor will refunds be made beyond a five-year period beginning from the completion date of company infrastructure installation.
2. The Company's 50% share is not limited to a number of phases or number of subdivisions but is subject to Company reasonable and non-discriminatory discretion.
3. Payment of any deposit or provision of an irrevocable letter of credit shall be completed by Applicant prior to the start of work.

**F. Irrevocable Letter of Credit Form Requirements:**

1. Must be issued by a financial institution that has authority to issue letters of credit.
2. Must be issued by a financial institution that is pre-approved in writing by Company to Applicant.
3. If not using Company's Letter of Credit form, the financial institution's proposed Letter of Credit must be reviewed and approved in advance by Company
4. Must identify the Company as the "Beneficiary", the financial institution as the "Issuer", and the party contracting with the Company as the "Developer" or "Principal".
5. Must be signed and notarized by the appropriate officer of the issuing financial institution.
6. Must identify the Company's project name and/or number.

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- 7. Must state the maximum amount to be drawn.
  - 8. Expiration date must be at least twelve months after the effective date of the letter of credit with automatic twelve (12) month extensions unless notice is given by the issuing financial institution at least ninety (90) days prior to the expiration of a term of non-renewal. Any extensions to the subdivision installation shall require extensions of the letter of credit. Letter of credit must not be revocable.
  - 9. The Company shall have the unconditional right to draw on the ILOC at the end of the 5-year period in an amount equal to the unrecovered portion of the refundable deposit.
  - 10. The letter of credit cannot be modified, amended, or terminated prior to the expiration date without the written consent of the Company.
  - 11. Any choice of law provision must elect Kansas laws as governing unless otherwise mutually agreed in writing by Company and Applicant.
- G. Irrevocable Letter of Credit Financial Institution Requirements:
- 1. Must have authority to issue letters of credit and be regulated by a Federal or State agency.
  - 2. Must be insured by the Federal Deposit Insurance Corporation (FDIC).
  - 3. The address of presentation must be an office of the financial institution located within the State of Kansas, unless otherwise mutually agreed by the Company and Applicant in writing.
  - 4. The principal's name on the letter of credit must be the same Applicant who- applies for the subdivision installation with the Company.
  - 5. The combined total letter of credit exposure to all affiliated Evergy companies (Evergy Kansas Central, Evergy Kansas Metro, Evergy Missouri Metro, and Evergy Missouri West) at the lending institution is limited to no more than 10% of the institution's equity capital.

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- 6. If the financial institution that has issued an outstanding letter of credit to the Company has indicated its intent not to renew such letter of credit, Applicant shall provide a substitute letter of credit at least twenty (20) days prior to the expiration of that outstanding letter of credit. If the financial institution issuing a letter of credit shall fail to honor the Company's properly documented request to draw on an outstanding letter of credit or such financial institution enters bankruptcy proceedings, Applicant shall provide for the benefit of the Company.
  - a. a substitute letter of credit that is issued by a financial institution acceptable to the Company, or
  - b. provide the Company with cash in an amount specified by the Company to cover Applicant's continuing contractual obligations,

In either case within five (5) business days after Applicant receives notice of such refusal or bankruptcy. In all cases, the costs and expenses of establishing, renewing, substituting, canceling, increasing and reducing the amount of (as the case may be) one or more letters of credit shall be borne solely by Applicant.

- H. Calculation of Excess Costs: Applicant shall be solely responsible and shall pay all costs of change orders requested by the Applicant or required by the Company, city, county or other authority. If Company installations standards are not met, the Applicant will, at its own cost, perform necessary work to bring facilities into conformance with Company standards.

I. Terms and Conditions

- 1. Applicant shall supply all easement and rights-of-way required for the Company's facilities at no cost to the Company, on property owned and controlled by the Applicant.
- 2. Applicant shall have clearly designated utility easements suitable for electric facilities, right of ways, lot lines and location of other utility facilities placed in or to be placed in the utility easement. Easements shall be within six inches of final grade prior to installation of Company facilities.

Applicant will supply trenching and installation of any required cable in duct (CID) or conduit, backfilling, and proper preparation of pad side locations for company equipment. A Company approved contractor shall be used for installation of cable in duct (CID). All such work shall be

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constructed or completed to the Company's construction standards, in conjunction with the Company's construction schedule, and within 25 feet of a truck accessible improved surface for ingress and egress to install, maintain, rebuild, and replace such equipment. Exceptions will be at Company discretion. Company at its sole discretion shall require Applicant's work to be redone if not constructed to Company's construction standards.

- 3. Service under this rate schedule is subject to Company's General Terms and Conditions presently on file with the Commission and any modifications subsequently approved. All provisions of this policy are subject to changes made by order of the regulatory authority having jurisdiction.

**8.06 Permanent Non-Residential Extensions**

- A. Each application to Company for electric service requiring an extension to a non-residential customer of Company's existing distribution facilities will be studied by Company, as received. Company may determine the amount of investment warranted by Company in making such extension and the Applicant Contribution In Aid of Construction, giving full consideration to the Applicant's load requirements and characteristics and Company's estimated revenue from the Applicant during the term of Applicant's service agreement as may be required by Company. In the absence of special arrangements between the Applicant and Company, the Applicant shall pay Company for any cost of such extension in excess of the investment warranted by Company.
- B. In those areas where the Company determines to provide underground network service, the Company shall furnish, install, own, operate, and maintain the underground conductors, at its own cost and expense, a maximum of 10 feet onto the Applicant's premises. If additional length conductors are required, the Applicant shall reimburse the Company for its added expense. The Company will make all electrical connections to the Applicant's distribution system.

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C. The following calculation of Applicant's Contribution In Aid of Construction (CIAC) will be applied to extensions of non-residential electric service, as necessary.

1.  $CIAC_{OH} = \text{Estimated Construction Cost} - (4 \times \text{expected annual non-fuel energy charge revenue}) - (4 \times \text{Expected annual demand charge revenue}) - (4 \times \text{expected annual customer charge revenue})$
2.  $CIAC_{Total} = CIAC_{OH} + \text{Underground differential cost}$
3. If the estimated revenue is greater than the Estimated Construction Costs, then no CIAC shall be required. If the revenue/construction comparison shows a CIAC to be required, Applicant will pay to Company prior to Company making the extension. When Applicant secures additional load, such payment may be waived upon Company's prior written approval.
4. Company may at its option increase the results of the formula above for the effects of income tax provided the income tax effect is greater than \$40,000.

D. The Company, at its discretion, may substitute a predefined standard revenue allowance for situations where similar requests for electric service are expected, instead of revenue estimates identified in the proceeding CIAC calculation.

**8.07 Redundant or Emergency Service**

Company may provide a redundant, duplicate or emergency service to Applicant upon request but shall be fully compensated by Applicant. The cost of providing necessary facilities shall be estimated by Company. Payment in full is required from Applicant before equipment is ordered. Company may permit Applicant to pay the outstanding amount in equal monthly installments or make other suitable arrangements to guarantee recovery of the additional costs. Company will not make guarantees for redundant capacity.

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**8.08 Cost Recovery for Large or Transmission Level Construction Projects**

For large customer projects or projects involving the Company transmission system for service, the Company may,

- A. require the Customer, the Customer representative or Developer to provide a financial guarantee before planning, sourcing, and construction of requested facilities. The financial guarantee may take the form of a contractual guarantee, letter of credit or other form suitable to the Company. In lieu of a financial guarantee, a prepayment suitable to cover the planning, sourcing, and construction costs may be accepted. The Company will place the prepayment into escrow subject to mutually defined terms. If the terms are met, the Company will refund the prepayment, otherwise the prepayment is retained by the Company and applied to the cost incurred for that project.
- B. allow Customer to pay other construction and extension-related costs in the form of monthly installments included as part of the regular monthly billing for electric service. Terms associated with these installments will be established with each Customer as needed to support their respective project.
- C. for extensions of transmission or substation facilities, any Customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs do not include any resulting Network Upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any Service Agreements required by the applicable rate schedule as a condition for any construction to commence.

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**8. LINE EXTENSION POLICY**

**8.01 Purpose**

The purpose of this policy is to set forth the service connection and distribution system extension requirements when one (1) or more applicants request overhead or underground electric service at premises not connected to Company's distribution system or request an alteration in service to premises already connected where such change necessitates additional investment by the Company.

**8.02 Definition of Terms**

- A. Applicant: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of an electric Distribution Extension, Extension Upgrade, or Relocation.
- B. Basic Extension Request: A request by Applicant for a Distribution Extension for which Company specified facilities are provided free of charge to the Applicant.
- C. Construction Allowance: The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction, and which is made by Company. The formula used to determine the appropriate Construction Allowance will be based on Company's feasibility model.
- D. Construction Charges: That portion of the Distribution Extension's construction costs for which the Applicant is responsible. The Electric Service Standards and the provisions in this extension policy specify which segments of service shall be furnished by Applicant and which segments are provided by Company at cost to Applicant. These charges may consist of the following components:

a.1. Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and Company and specified in the Facilities Extension Agreement.)

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~~b.2.~~ Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant's requisite performance as outlined in the Facilities Extension Agreement.

- E. Distribution Extension: Distribution facilities including primary and secondary distribution lines, transformers, service laterals and all appurtenant facilities and meter installation facilities installed by Company.
- F. Electric Service Standards: Company's Electric Service Standards available upon request to any Applicant, defines Company's uniform standards and requirements for installation, wiring and system design.
- G. Estimated Construction Costs: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental underground and overhead expenses connected therewith. Where special items, not incorporated in the Electric Service Standards, are required to meet construction conditions, the cost thereof shall also be included as a non-standard cost.
- H. Extension Completion Date: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Company records.
- I. Extension Upgrade: The increase in capacity of existing electric distribution facilities necessitated by Applicant's estimated electric requirements and for which Company determines that such facilities can be reasonably installed.
- J. Facilities Extension Agreement: Written agreement between Applicant and Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, etc. in accordance with this extension policy.
- K. Indeterminate Service: Service that is of an indefinite or indeterminate nature where the amount and permanency of service cannot be reasonably assured to predict the revenue stream from Applicant. For purposes of uniform application, "Indeterminate Service" may include such service as may be required for the speculative development of property, mobile buildings, mines, quarries, oil or gas wells, sand pits and other ventures that may reasonably be deemed to be speculative in nature.

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L. Permanent Service: Overhead or underground electric line extensions for primary or secondary service where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured.

M. Temporary Service: Any service that is of a known temporary nature, excluding service for construction power, and shall not be continued for a period longer than twelve (12) months.

**8.03 General Provisions**

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

B. Service Classification: Company at its reasonable discretion, after consideration of Applicant's electric requirements, will designate the class of service requested as Permanent, Indeterminate or Temporary in accordance with the definitions set forth in Section 8.02.

1. For Temporary Service, the following will apply.

a. Applicant is required to pay to Company a nonrefundable Construction Charge equal to the estimated net cost of installing, owning, and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences.

2. For Indeterminate Service, the following will apply.

a. Applicant shall be required to pay to Company in advance of Company's construction all the Estimated Construction Charges. The Construction Charges will be considered non-refundable.

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- b. When the cost of extension exceeds the anticipated revenue to be derived and no secondary use of the extension is expected an additional charge to Applicant may be required to address extension removal. The additional charge will cover the cost of insurance, cost of removal, license and fees, taxes, operation and maintenance and administrative and general expenses of such facilities.
- c. The Construction Charges will be considered non-refundable unless, at the reasonable discretion of Company and upon written request of the Applicant, the Applicant is reclassified to Permanent Service during the five years after service is established.
- C. Facility Type: Determination of facility type and route taken by those facilities will be made by Company to be consistent with the characteristics of an Applicant's requirements and the nature of Company's existing facilities in the area.
  - 1. The facilities provided will be constructed to conform to the Electric Service Standards. Except as otherwise provided, the type of construction required to serve the Applicant appropriately will be determined by Company.
- D. Extensions of Distribution Lines: Each application to the Company for electric service will be studied, as received, to determine the amount of investment warranted to supply electric service at premises not adjacent to its existing distribution facilities. At its reasonable discretion, the Company will determine the extension type and route in accordance with Applicant requested capacity, voltage, and phase among other characteristics.
- E. Distribution Extension - Contributions to Cost: Company may contribute to the cost of constructing distribution line extensions. If the project is cancelled by the Applicant, Company shall have no further obligation, and any costs associated with planning, engineering and any other reasonable costs which have already been incurred which cannot be canceled shall be reimbursed to Company by Applicant. If the Applicant's advance payment exceeds incurred costs, the difference will be reimbursed to the Applicant. Estimated construction cost estimates are valid for 90 days.

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1. Company reserves the right to modify such contribution or guarantee of revenue after actual costs become known (true-up).
2. If Applicant or Company terminates electric service, the remaining unpaid contribution shall become immediately due and payable. Company may discontinue electric service if Applicant fails to pay the monthly installments.
3. In any area where Company's existing distribution facilities are constructed underground, or if the governmental body having jurisdiction requires underground construction, then only underground conductors will be permitted.

F. Underground Electric Extension: Company may make underground electric distribution system extensions when Applicant or Applicants request such extensions. Applicant or Applicants will contribute to Company an amount equal to the estimated cost differential between the total cost of the proposed underground distribution extension and the total cost of a conventional overhead distribution extension. All underground facilities installed by the Applicant shall meet the Company's specifications and be approved by the Company in advance of their installation.

1. When underground construction is used,
  - a. Off Applicant's property, Company will coordinate trenching, conduit, backfilling, and other items.
  - b. On Applicant's property, Applicant may supply trenching, conduit, backfilling, and other items.
  - c. All such in-kind work shall be constructed or completed to Company's construction specifications and in conjunction with Company's construction schedule. Company, at its reasonable discretion, shall require Applicant's in-kind work to be redone if not constructed according to Company's construction specifications.

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G. Right-of-Way Limitations: Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and/or easements satisfactory to Company have been received. Company shall not in any case be required to secure private rights-of-way or easements for the purpose of making extensions of electric distribution lines or other facilities to property owned or otherwise controlled by Applicant. Applicant may provide or procure for Company such private rights-of-way and/or easements as are satisfactory to Company for the construction, operation, and maintenance by Company of its facilities necessary or incidental to the supplying of electric service. Such rights-of-way and/or easements shall be free and clear of obstructions and trees when it interferes with construction and operation of the extension and graded to within six (6) inches of final grade by Applicant. Costs to remove such obstructions and prepare grading are the Applicant's responsibility. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions required. However, Company will not make extensions on streets or alleys not covered by lawful franchise grants or any applicable statute or regulation.

H. Relocation of Company Facilities: Applicant shall consult Company before beginning any construction that may affect Company's facilities. Applicant 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. Applicant 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. Applicant shall reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at Applicant's request. Company's facilities shall be removed or relocated only by Company's employees, agents, or authorized representatives. If Applicant's request to relocate Company's facilities is associated with Applicant's expansion, then Section 8.06 Extensions of Lines to Non- Residential Applicants shall apply.

I. Ownership of Facilities: Except as noted below, all Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of Company once approved and accepted by Company.

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1. Residential customers shall retain ownership of underground conduits between the meter and the Company transformer.
2. Non-residential customers shall retain ownership of underground conduits and conductors between the meter and the Company transformer.

**8.04 Permanent Residential Extensions**

**A. Residential Line Extensions to Permanent Single-Family Homes (Basic Extension Request)**

1. Residential Applicants shall mean those Applicants having single or multiple units within a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy, 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 Applicant's household, home, detached garage on the same premise as Applicant's home, or place of dwelling for the maintenance or improvement of Applicant's quality of life. Residential Applicant uses shall also include domestic premises served through one meter that have been converted from one to no more than four single-family dwelling units each having separate kitchen facilities; and also premises in which four 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. The Company has reasonable discretion in determining if a proposed load is Residential.
2. Company shall calculate and contribute the cost to construct a standard one-quarter (1/4) mile extension from the nearest existing electric distribution line having sufficient capacity to provide adequate electric service to Applicant along easements, streets, roads, highways, and alleys. The standard one-quarter (1/4) mile extension will consist of the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per Residential Applicant.

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(Name of Issuing Utility)

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- 3. Applications for electric service beyond the Basic Extension Request, such as requests requiring more than 25 kVA of transformer capacity, extensions of three-phase service, line extensions further than ¼ mile, or line extensions requiring more than available distribution voltage are reserved for special consideration by Company. With respect to those applications, Company may require Applicant to provide contribution or guarantee of revenue. If, in Company's reasonable discretion, any extension requires extraordinary construction costs or the prospective electric service usage is unlikely to generate revenues from the extension that will pay Company a fair return on its investment, Company reserves the right to:
  - a. require Applicant contribution sufficient to compensate Company for the expense in excess of the Basic Extension,
  - b. a satisfactory guarantee of revenue.
- 4. In the absence of special arrangements, Company requires the Applicant contribution or a guarantee of revenue in advance of any construction or modification of Company's facilities. Company reserves the right and the customer may request to modify such contribution or guarantee of revenue after actual costs becomes known (true-up). The term "estimated cost" as used herein will be estimated cost for materials, labor and work equipment, plus Company's related overheads. Company may allow Applicant to pay their contribution in equal monthly installments with a 15% down payment. This may come in the form of a unique Customer Charge or an increase to an existing monthly Customer Charge over sixty consecutive bills.

**B. Residential Line Extensions to Permanent Mobile Home Parks**

- 1. The Company will supply individually metered electric service to each non-transient resident in a permanent mobile home court (one constructed comparable to a residential development with such facilities as paved roadways and walkways, underground water and sewer connections, finished, graded, and arranged in an orderly contiguous manner) who shall be responsible for the payment of electric service bills incurred under the applicable Residential rate schedule.

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- 2. Mobile home park owners and/or operators receiving all of the electric energy used in the park through a single meter as of November 1, 1978 may continue, at their option, to be served on such one-meter service and will be billed under Company's applicable rate schedule. However, Electric Service to each mobile home within such park will be supplied unmetered and shall not be resold on a metered basis.
- 3. Service will be supplied consistent with the terms and conditions found under the Residential Subdivision Policy, Section 8.05.

**C. Residential Line Extensions to Transient Mobile Home Parks**

- 1. Where a court is non-permanent, or where residents of a permanent court are transient, the Company, will Supply single metered electric service under an applicable general service schedule to the premises of the Owner/Operator for redistribution to the individual units and the Owner/Operator shall be responsible for payment of electric service bill to the premises. Electric service to the occupant of a mobile home is here considered an incident of occupancy and to be without a specific or separate charge by the Owner/Operator to the mobile home occupant.
- 2. Alternatively, upon Customer request and Company approval, or if the Company deems the single metered option is uneconomic or impractical, the Company will supply individually metered electric service to each unit in such courts. The

Owner/Operator may not charge any resident of such unit more than the amount actually billed by the Company for usage by such unit under the Residential rate schedule and shall post in several conspicuous places on the premises a copy of the Company's applicable Residential rate schedule together with a statement as follows:

"The charge for electric service for each trailer space will be billed in accordance with the above rate, except that the minimum charge shall be prorated for partial month's service."

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3. Service will be supplied consistent with the terms and conditions found under the Residential Subdivision Policy, Section 8.05.

~~3.~~

D. Resale of Electric Service

1. No court Owner/Operator shall attempt to meter or to sell electric energy to any occupant of mobile home space other than is herein specified. Evidence of any attempt to resell electric service shall give the Company the right to discontinue service upon 48-hour prior written notice.

E. Public Service Mobile Home Court

1. All electric service in any court for use other than by the occupants renting the mobile home space shall be billed to the Owner/Operator on the applicable General Service rate schedule.

F. Company will own, operate and maintain the electric distribution facilities to the points of delivery. The park Owner/Operator will install, own, and maintain the service terminals at each service location in accordance with Company specifications.

**8.05 Residential Subdivision Extensions**

A. Availability: Electric service will be extended to new residential subdivisions consisting of average lot sizes of five acres or less at points on the Company's existing distribution facilities.

B. Applicability: This policy is applicable to developers of residential housing areas above and beyond the scope of the Company's line extension policy. This policy is not applicable to mainlines and laterals in or near the subdivision perimeter, mobile home courts, multi-dwelling construction of more than four units, and/or construction of fewer than five residential units.

C. Purpose: This policy will encourage orderly planning and coordination between the Company and developers of residential subdivisions. It is intended to assist Applicant's request for new service installations and limit the investment in utility plant required by Company prior to eventual residential customer demand for electricity.

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- D. General Requirements: The Applicant shall apply to Company for the design of the electric distribution for the portion of subdivision to be built within a twelve-month period that Applicant plans to build residential housing units upon. Company shall design the initial distribution system based upon the Applicant's plan consisting of all contiguous building sites on both sides of the utility easements within the project area.
- E. Treatment of Costs: Company will split the cost of distribution system equally with the Applicant. Applicant shall make a refundable cash deposit with the Company or provide an irrevocable letter of credit as defined in paragraph F and G below, in an amount equal to 50% of the estimated cost of infrastructure install.
  - 1. If the Applicant elects to make a deposit instead of providing an Irrevocable Letter of Credit (ILOC), the deposit for the electric distribution system will be refunded/released without interest to Applicant in full via a one-time payment when 50% of lots are metered.
    - a. The cost of electric distribution system shall be determined for Applicant's subdivision.
    - b. Applicant shall be eligible for a deposit refund/release of ILOC after construction and setting of permanent meters on at least 50% of the subdivision lots as defined by the contractual agreement for said development.
    - c. Refunds shall not exceed the Applicant's original deposit nor will refunds be made beyond a five-year period beginning from the completion date of company infrastructure installation.
  - 2. The Company's 50% share is not limited to a number of phases or number of subdivisions but is subject to Company reasonable and non-discriminatory discretion.
  - 3. Payment of any deposit or provision of an irrevocable letter of credit shall be completed by Applicant prior to the start of work.

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F. Irrevocable Letter of Credit Form Requirements:

1. Must be issued by a financial institution that has authority to issue letters of credit.
2. Must be issued by a financial institution that is pre-approved in writing by Company to Applicant.
3. If not using Company's Letter of Credit form, the financial institution's proposed Letter of Credit must be reviewed and approved in advance by Company
4. Must identify the Company as the "Beneficiary", the financial institution as the "Issuer", and the party contracting with the Company as the "Developer" or "Principal".
5. Must be signed and notarized by the appropriate officer of the issuing financial institution.
6. Must identify the Company's project name and/or number.
7. Must state the maximum amount to be drawn.
8. Expiration date must be at least twelve months after the effective date of the letter of credit with automatic twelve (12) month extensions unless notice is given by the issuing financial institution at least ninety (90) days prior to the expiration of a term of non-renewal. Any extensions to the subdivision installation shall require extensions of the letter of credit. Letter of credit must not be revocable.
9. The Company shall have the unconditional right to draw on the ILOC at the end of the 5-year period in an amount equal to the unrecovered portion of the refundable deposit.
10. The letter of credit cannot be modified, amended, or terminated prior to the expiration date without the written consent of the Company.
11. Any choice of law provision must elect Kansas laws as governing unless otherwise mutually agreed in writing by Company and Applicant.

G. Irrevocable Letter of Credit Financial Institution Requirements:

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1. Must have authority to issue letters of credit and be regulated by a Federal or State agency.
- ~~2.~~ 2. Must be insured by the Federal Deposit Insurance Corporation (FDIC).
3. The address of presentation must be an office of the financial institution located within the State of Kansas, unless otherwise mutually agreed by the Company and Applicant in writing.
4. The principal's name on the letter of credit must be the same Applicant who- applies for the subdivision installation with the Company.
5. The combined total letter of credit exposure to all affiliated Evergy companies (Evergy Kansas Central, Evergy Kansas Metro, Evergy Missouri Metro, and Evergy Missouri West) at the lending institution is limited to no more than 10% of the institution's equity capital.
6. If the financial institution that has issued an outstanding letter of credit to the Company has indicated its intent not to renew such letter of credit, Applicant shall provide a substitute letter of credit at least twenty (20) days prior to the expiration of that outstanding letter of credit. If the financial institution issuing a letter of credit shall fail to honor the Company's properly documented request to draw on an outstanding letter of credit or such financial institution enters bankruptcy proceedings, Applicant shall provide for the benefit of the Company.
  - a. a substitute letter of credit that is issued by a financial institution acceptable to the Company, or
  - b. provide the Company with cash in an amount specified by the Company to cover Applicant's continuing contractual obligations,

In either case within five (5) business days after Applicant receives notice of such refusal or bankruptcy. In all cases, the costs and expenses of establishing, renewing, substituting, canceling, increasing and reducing the amount of (as the case may be) one or more letters of credit shall be borne solely by Applicant.

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H. Calculation of Excess Costs: Applicant shall be solely responsible and shall pay all costs of change orders requested by the Applicant or required by the Company, city, county or other authority. If Company installations standards are not met, the Applicant will, at its own cost, perform necessary work to bring facilities into conformance with Company standards.

I. Terms and Conditions:

1. Applicant shall supply all easement and rights-of-way required for the Company's facilities at no cost to the Company, on property owned and controlled by the Applicant.

2. Applicant shall have clearly designated utility easements suitable for electric facilities, right of ways, lot lines and location of other utility facilities placed in or to be placed in the utility easement. Easements shall be within six inches of final grade prior to installation of Company facilities.

~~3.~~ Applicant will supply trenching and installation of any required cable in duct (CID) or conduit, backfilling, and proper preparation of pad side locations for company equipment. A Company approved contractor shall be used for installation of cable in duct (CID). All such work shall be constructed or completed to the Company's construction standards, in conjunction with the Company's construction schedule, and within 25 feet of a truck accessible improved surface for ingress and egress to install,

maintain, rebuild, and replace such equipment. Exceptions will be at Company discretion. Company at its sole discretion shall require Applicant's work to be redone if not constructed to Company's construction standards.

~~4.3.~~ Service under this rate schedule is subject to Company's General Terms and Conditions presently on file with the Commission and any modifications subsequently approved. All provisions of this policy are subject to changes made by order of the regulatory authority having jurisdiction.

**8.06 Permanent Non-Residential Extensions**

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- A. Each application to Company for electric service requiring an extension to a non-residential customer of Company's existing distribution facilities will be studied by Company, as received. Company may determine the amount of investment warranted by Company in making such extension and the Applicant Contribution In Aid of Construction, giving full consideration to the Applicant's load requirements and characteristics and Company's estimated revenue from the Applicant during the term of Applicant's service agreement as may be required by Company. In the absence of special arrangements between the Applicant and Company, the Applicant shall pay Company for any cost of such extension in excess of the investment warranted by Company.
  
- B. In those areas where the Company determines to provide underground network service, the Company shall furnish, install, own, operate, and maintain the underground conductors, at its own cost and expense, a maximum of 10 feet onto the Applicant's premises. If additional length conductors are required, the Applicant shall reimburse the Company for its added expense. The Company will make all electrical connections to the Applicant's distribution system.
  
- C. The following calculation of Applicant's Contribution In Aid of Construction (CIAC) will be applied to extensions of non-residential electric service, as necessary.
  - 1.  $CIAC_{OH} = \text{Estimated Construction Cost} - (4 \times \text{expected annual non-fuel energy charge revenue}) - (4 \times \text{Expected annual demand charge revenue}) - (4 \times \text{expected annual customer charge revenue})$
  - 2.  $CIAC_{Total} = CIAC_{OH} + \text{Underground differential cost}$
  - 3. If the estimated revenue is greater than the Estimated Construction Costs, then no CIAC shall be required. If the revenue/construction comparison shows a CIAC to be required,

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Applicant will pay to Company prior to Company making the extension. When Applicant secures additional load, such payment may be waived upon Company's prior written approval.

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

D. The Company, at its discretion, may substitute a predefined standard revenue allowance for situations where similar requests for electric service are expected, instead of revenue estimates identified in the proceeding CIAC calculation.

**8.07 Redundant or Emergency Service**

Company may provide a redundant, duplicate or emergency service to Applicant upon request but shall be fully compensated by Applicant. The cost of providing necessary facilities shall be estimated by Company. Payment in full is required from Applicant before equipment is ordered. Company may permit Applicant to pay the outstanding amount in equal monthly installments or make other suitable arrangements to guarantee recovery of the additional costs. Company will not make guarantees for redundant capacity.

**8.08 Cost Recovery for Large or Transmission Level Construction Projects**

For large customer projects or projects involving the Company transmission system for service, the Company may,

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- A. require the Customer, the Customer representative or Developer to provide a financial guarantee before planning, sourcing, and construction of requested facilities. The financial guarantee may take the form of a contractual guarantee, letter of credit or other form suitable to the Company. In leu of a financial guarantee, a prepayment suitable to cover the planning, sourcing, and construction costs may be accepted. The Company will place the prepayment into escrow subject to mutually defined terms. If the terms are met, the Company will refund the prepayment, otherwise the prepayment is retained by the Company and applied to the cost incurred for that project.
- B. allow Customer to pay other construction and extension-related costs in the form of monthly installments included as part of the regular monthly billing for electric service. Terms associated with these installments will be established with each Customer as needed to support their respective project.
- C. for extensions of transmission or substation facilities, any Customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs do not include any resulting Network Upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any Service Agreements required by the applicable rate schedule as a condition for any construction to commence.

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