

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

Before Commissioners:                    Andrew J. French, Chairperson  
   Dwight D. Keen  
   Annie Kuether

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

**ORDER APPROVING NON-UNANIMOUS SETTLEMENT**

This matter comes before the State Corporation Commission of the State of Kansas (Commission) for consideration and decision. Having reviewed the pleadings and record, the Commission makes the following findings:

**Background**

1. On January 25, 2023, Evergy Kansas Central, Inc., Evergy Kansas South, Inc. and Evergy Metro, Inc. (collectively Evergy) filed a Joint Application for Approval of Tariff Changes Related to Wholesale Demand Participation (Application).<sup>1</sup> Evergy seeks to update its tariffs to better address its Kansas retail customers' participation in Southwest Power Pool's<sup>2</sup> (SPP) wholesale markets through demand response aggregators (DRAs).<sup>3</sup> Specifically, Evergy's proposed updates: (1) define the term "Demand Response Aggregator" in both the Evergy Kansas Central and Evergy Kansas Metro tariffs as "an entity that aggregates the load of one or more Customers for purposes of participation as demand response in the SPP Integrated Marketplace;" and (2) amend Section 7.12 of the Evergy Kansas Central tariff (and add a new corresponding

---

<sup>1</sup> Joint Application for Approval of Tariff Changes Related to Wholesale Demand Participation (Jan. 25, 2023).

<sup>2</sup> SPP is the Regional Transmission Organization (RTO) which encompasses all or parts of 17 states including Kansas.

<sup>3</sup> Joint Application for Approval of Tariff Changes Related to Wholesale Demand Participation, pgs. 5-6 (Jan. 25, 2023).

Section in the Evergy Kansas Metro tariff) to (a) require any retail customers seeking to participate in SPP's markets to first provide a "Customer Registration and Consent Form" to Evergy and (b) limit retail customer participation in SPP's markets to be through a DRA that has an effective Distribution Utility – Demand Response Aggregator Agreement with Evergy.<sup>4</sup>

2. Concurrent with the Application, Evergy filed the direct testimony of Darren Ives, Vice President of Regulatory Affairs. Ives testified that as levels of Demand Response (DR) increase, without more data, Evergy's ability to accurately forecast load patterns could become compromised.<sup>5</sup> Evergy anticipates that increases in operational issues such as rapid fluctuations in load in response to wholesale market pricing signals could potentially disrupt distribution grid operations particularly during periods of stress on the system such as extreme weather events.<sup>6</sup>

3. On May 9, 2023, Staff filed its Report and Recommendation (R&R). Staff was supportive of Evergy's proposed tariff changes due to concerns that unmitigated, unregulated DR activity could result in inefficiencies in Evergy's operation of the distribution system, the costs of which would end up being borne by Evergy's retail customers whether they are participating in DR activities or not.<sup>7</sup>

4. In addition to Evergy and Commission Staff (Staff), the following parties requested and were granted intervention in this docket: 1) Citizens' Utility Ratepayer Board (CURB)<sup>8</sup>; 2) The Empire District Electric Company (Empire)<sup>9</sup>; 3) Voltus, Inc (Voltus)<sup>10</sup>; 4) Southern Pioneer

---

<sup>4</sup> *Id.*

<sup>5</sup> Joint Application for Approval of Tariff Changes Related to Wholesale Demand Response Participation, Attached Testimony of Darren Ives, pg. 14 (Jan. 25, 2023).

<sup>6</sup> *Id.* at 14.

<sup>7</sup> Notice of Filing of Staff's Report and Recommendation, Report and Recommendation Utilities Division, pg. 2 (May 9, 2023).

<sup>8</sup> Order Designating Presiding officer; Granting CURB's Petition to Intervene; Protective and Discovery Order, pg. 12 (February 2, 2023).

<sup>9</sup> Order Granting Intervention to Voltus, Inc. and The Empire District Electric Company; Denying Motion to Delay Issuance of Procedural Schedule, pg. 5 (April 4, 2023).

<sup>10</sup> *Id.*



Electric Company and Sunflower Electric Power Corporation (Southern Pioneer and Sunflower, respectively)<sup>11</sup>; and 5) Sierra Club and Vote Solar.<sup>12</sup>

### The Agreement

5. On August 10, 2023, the parties filed a Non-Unanimous Settlement Agreement (SA). The SA is supported by all parties except Vote Solar and Sierra Club.

The relevant terms of the Agreement at issue in this docket are as follows:

i. The Signatories agree that the tariff revisions reflected in redline in Exhibit 1 (attached) should be made to Evergy Kansas Central's tariff and that the tariff revisions reflected in redline in Exhibit 2 (attached) should be made to Evergy Kansas Metro's tariff and should be applicable to existing customers participating in demand response aggregation and new customers that decide to participate in the future.

ii. The Signatories agree that the Commission should approve, for both Evergy Kansas Central and Evergy Kansas Metro, the provisions of Schedule 1, Schedule 1A, and Schedule 2 referenced in the above-referenced tariff revisions and attached hereto as Exhibits 3, 4, and 5, respectively (attached). The Signatories agree that in the event that Evergy wishes to make any non-clerical changes to Schedule 1, Schedule 1A, or Schedule 2 as approved by the Commission in this docket, Evergy will seek an amendment to the Agreement in this proceeding allowing the Signatories the opportunity to object to the contemplated change. Evergy will be permitted to make any changes to Schedule 1, Schedule 1A, or Schedule 2 that are clerical in nature without making a filing.

iii. Voltus agrees that it will use commercially reasonable efforts to make the information and data required to be submitted by its customers to Evergy in Schedule 1 and Schedule 2 available to those customers and to work with and provide support to those customers when the customer is completing and submitting Schedule 1 and Schedule 2. Voltus will work with both its existing customers and any new customers with which Voltus may contract on the completion of Schedule 1 and Schedule 2.

iv. When requested by Evergy, but no more frequently than quarterly, upon Evergy's aggregation of Schedule 2 customer data and submission to Voltus, Voltus will verify Evergy's aggregation of Schedule 2 customer data. If there are discrepancies between Voltus' customer data and Evergy's aggregated customer data, Voltus will use commercially reasonable efforts to work with Evergy to reconcile and correct for those differences.

---

<sup>11</sup> Order Granting Intervention to Southern Pioneer and Sunflower, pg. 4 (May 16, 2023).

<sup>12</sup> Order Granting Intervention to Sierra Club and Vote Solar; Order Granting Motion for Admission Pro Hac Vice of David Bender, pg. 4 (Jun. 22, 2023).

v. Voltus agrees to work in good faith to provide Evergy with access to a generic view of its dashboard not tied to any specific customer information. Voltus also agrees, upon first obtaining the consent of its customers in the Evergy Kansas Central and Evergy Kansas Metro territories, that it will use commercially reasonable efforts to work with Evergy to explore providing Evergy with ongoing access to its dashboard data system currently made available to customers during demand response events.

vi. Voltus has indicated that it is in the process of implementing a new process for notifying distribution utilities when a customer discontinues its registration in the market. Voltus agrees that it will notify Evergy when this new process is implemented.

vii. Evergy agrees that it will make annual compliance filings for a period of three years, beginning the first day of the month one year after Commission approval of this Stipulation and Agreement, making a total of three compliance filings. The compliance filings will include a summary of the number of customers that have submitted Schedule 1 and become registered to provide demand response in the SPP market, either through a DRA or on their own, the number of objections that Evergy has submitted to SPP regarding a customer's registration and/or participation in the market, and the rationale for Evergy's objection. For those objections, Evergy will provide a description of the current status of the customer's registration and whether the objection to their participation has been resolved.<sup>13</sup>

6. On September 11, 2023, Evergy, Staff, Voltus and CURB filed testimony in support of the Non-Unanimous Settlement Agreement.<sup>14</sup> On September 22, 2023, Evergy, Staff, Sierra Club and Vote Solar, CURB, and Voltus submitted simultaneous briefs in support of and in opposition to the Non-Unanimous Settlement Agreement.

### **Settlement Standards**

7. The law generally favors compromise and settlement of disputes between parties when they enter into an agreement knowingly and in good faith to settle the dispute.<sup>15</sup> Settlements are particularly favored when the controversy involves complex litigation taking considerable time and expense to litigate.<sup>16</sup>

---

<sup>13</sup> Staff's Closing Brief, pgs. 12-14 (September 22, 2023).

<sup>14</sup> Sierra Club and Vote Solar filed a letter noting their continued opposition to the Non-Unanimous Settlement Agreement but deferring to their upcoming briefs in lieu of filing testimony.

<sup>15</sup> See, *Krantz v. Univ. of Kansas*, 271 Kan. 234, 241-42 (2001).

<sup>16</sup> Docket No. 08-ATMG-280-RTS, Order Approving Contested Settlement Agreement, pgs. 4-5 (May 12, 2008).



8. The Commission may accept a non-unanimous settlement agreement so long as it makes an independent finding, supported by substantial competent evidence in the record as a whole, that the settlement will establish just and reasonable rates.<sup>17</sup> The Commission follows a five-factor test to guide its decision as to whether a non-unanimous settlement agreement constitutes a reasonable remedy or resolution of the issues. Those standards are as follows:

- i. Whether there was an opportunity for the opposing party to be heard on their reasons for opposition to the agreement;
- ii. Whether the agreement is supported by substantial competent evidence;
- iii. Whether the agreement conforms with applicable law;
- iv. Whether the agreement results in just and reasonable rates;
- v. Whether the results of the Settlement Agreement are in the public interest, including the interest of the customers represented by the party not consenting to the agreement.<sup>18</sup>

The Commission finds that the Non-Unanimous Settlement Agreement should be approved for the reasons found below. No party contests the first two standards, so the Commission will focus its attention on the remaining three.<sup>19</sup>

### **Whether the agreement conforms with applicable law**

9. Sierra Club and Vote Solar argue that the Non-Unanimous Settlement Agreement does not conform with applicable law because the Commission lacks the legal authority to regulate demand response and because the settlement agreement is preempted by federal law. The Commission will take up each of these claims in turn.

The Commission's authority to regulate participation in demand response

---

<sup>17</sup> *Citizens' Utility Ratepayer Board v. Kansas Corporation Comm'n*, 28 Kan. App. 2d 313, 316 (2000).

<sup>18</sup> *Id.*

<sup>19</sup> Sierra Club's and Vote Solar's Brief in Opposition to Non-Unanimous Settlement Agreement, pg. 9 (September 22, 2023).

10. Sierra Club and Vote Solar argue that the Non-Unanimous Settlement Agreement cannot be approved because the legislature has not granted the Commission authority to regulate demand response. Sierra Club and Vote Solar also claim that the Commission can only approve utility tariffs which regulate actual retail services provided by the utility.<sup>20</sup> Further, that any interpretation which allows the Commission to approve tariffs regulating the business activities of a non-utility due to its indirect effect on utility service would grant the Commission nearly infinite jurisdiction, allowing regulation of what types of equipment businesses can buy and what hours they can operate.<sup>21</sup>

11. CURB and Evergy responded that there is a functional difference between a customer's decision not to use electricity and their decision to market their non-use of electricity as a resource which affects Evergy's ability to serve its customers.<sup>22</sup> CURB also argues that the Commission is granted specific authority to regulate demand response under the Kansas Energy Efficiency Investment Act (KEEIA), K.S.A. 66-1283(2)-(3).<sup>23</sup>

12. CURB claims that Commission authority to regulate DR is necessary to fill a regulatory gap, namely if the Commission has authority to protect the safety and reliability of the retail distribution system then the Commission must also be able to impose reasonable restrictions upon customers' actions that could endanger the system's safety and reliability.<sup>24</sup> CURB explains that the Commission has authority to approve tariffs related to the use and non-use of the grid, for

---

<sup>20</sup> *Id.* at 13.

<sup>21</sup> *Id.*

<sup>22</sup> Brief of Citizens' Utility Ratepayer Board in Support of Non-Unanimous Settlement Agreement, pg. 14 (September 22, 2023); Brief in Support of the Non-Unanimous Stipulation and Agreement of Evergy Kansas Central, Inc., Evergy Kansas South, Inc. and Evergy Metro, Inc. pg. 10 (September 22, 2023).

<sup>23</sup> Brief of Citizens' Utility Ratepayer Board in Support of Non-Unanimous Settlement Agreement, pg. 14 (September 22, 2023).

<sup>24</sup> Brief of Citizens' Utility Ratepayer Board in Support of Non-Unanimous Settlement Agreement, pg. 16 (September 22, 2023); Brief in Support of the Non-Unanimous Stipulation and Agreement of Evergy Kansas Central, Inc., Evergy Kansas South, Inc. and Evergy Metro, Inc. pg. 11-12 (September 22, 2023).



example minimum bills and time of use rates, both of which attempt to control when and if consumers use energy.<sup>25</sup> Evergy refers the Commission to K.S.A. 66-101 which grants the Commission power “to do all things necessary and convenient” to “supervise and control electric public utilities.”

13. Voltus argues that because the Commission is empowered to approve utility tariffs and such tariffs govern the relationship between the utility and the consumer, the Commission has the authority to approve the tariffs found in the Non-Unanimous Settlement Agreement.<sup>26</sup>

14. The Commission agrees with CURB, Evergy, and Voltus that it has broad powers to supervise and control electric public utilities, and that inherent in those broad powers is the ability to regulate aspects of the relationship between the Commission and its customers. The Commission does not have the power to tell consumers when or how to use electricity, however there is a difference between a customer’s decision to turn the lights off and a decision to turn the lights off in a coordinated fashion with other customers in order to have a substantial effect on the capacity and by extension, safety of the grid. And while it may be improper for the Commission to aid “anti-competitive” behavior or materially impact or influence customer participation in wholesale market aggregation activities, the present settlement does not go remotely near such actions. The Settlement primarily focuses on coordination and information-sharing between Evergy and DRAs, creating more efficient and reliable implementation of DRA activities in Kansas.<sup>27</sup> This focus on coordinated, efficient, and reliable implementation is well within the

---

<sup>25</sup> Brief of Citizens’ Utility Ratepayer Board in Support of Non-Unanimous Settlement Agreement, pg. 17 (September 22, 2023).

<sup>26</sup> Voltus, Inc.’s Brief in Support of Non-Unanimous Settlement Agreement, pg. 7 (September 22, 2023).

<sup>27</sup> Justin Grady, Testimony in Support of Non-Unanimous Settlement Agreement, pgs. 11-12 (September 7, 2023).

bounds of state jurisdiction. The Commission finds therefore, that it has authority under current Kansas law to approve the Non-Unanimous Settlement Agreement.

#### The Settlement Agreement is not preempted by the Federal Power Act

15. Sierra Club and Vote Solar argue that the Commission cannot approve the tariffs found in the Non-Unanimous Settlement Agreement because those tariffs are “aimed at” activities in the wholesale market and the Federal Power Act prevents the state from regulating those activities.<sup>28</sup> Sierra Club and Vote Solar acknowledge that states have the authority to regulate retail service and the reliability of the distribution system, even when that regulation has indirect impacts on wholesale markets.<sup>29</sup> According to Sierra Club and Vote Solar, the test to determine whether the regulation falls into state or federal authority is whether it is “aimed at” wholesale markets.<sup>30</sup>

16. Sierra Club and Vote Solar highlight that under the terms of the proposed tariffs, Evergy’s consent is required for customers to participate in the integrated marketplace and there is no reference in the tariffs to the impacts to the distribution system.<sup>31</sup>

17. CURB cites FERC Order 719-A, in which FERC recognizes the dual role of state and federal regulation of DR stating;

“We recognize that demand response is a complex matter that is subject to the confluence of state and federal jurisdiction. The Final Rule’s intent and effect are neither to encourage nor require actions that would violate state laws or regulations nor to classify retail customers and their representatives as wholesale customers....Nothing in the Final Rule authorizes a retail customer to violate existing state laws or regulations or contract rights. In that regard, we leave it to the appropriate state or local authorities to set and enforce their own requirements.”<sup>32</sup> (Emphasis added).

---

<sup>28</sup> Sierra Club’s and Vote Solar’s Brief in Opposition to Non-Unanimous Settlement Agreement, pg. 18 (September 22, 2023).

<sup>29</sup> *Id.* at 15.

<sup>30</sup> *Id.*

<sup>31</sup> *Id.* at 16-17.

<sup>32</sup> *Wholesale Competition in Regions with Organized Electric Markets, Order No. 719, 125 FERC ¶ 61,071 (2008), order on rehearing, Order 719-A, ¶54, 128 FERC 61,059 (2009).*



Further, in *Hughes v. Talen Energy Marketing, LLC*, 136 S.Ct. 1288 (2016), the Supreme Court noted that;

“States, of course, may regulate within the domain Congress assigned to them even when their laws incidentally affect areas within FERC’s domain. But States may not seek to achieve ends, however legitimate, through regulatory means that intrude on FERC’s authority over interstate wholesale rates.”<sup>33</sup> (Citations omitted).

Both FERC and the Supreme Court have recognized that there is a role for state regulation in DR and that the limit of the state’s power is the state may not attempt to regulate wholesale rates. The only question left to the Commission is whether Evergy, through the tariff revisions found in the proposed settlement agreement, is attempting to regulate wholesale rates under the guise of safety and reliability.

18. Evergy testifies that the intent of its proposed tariff updates is to ensure the safety and reliability of the grid.<sup>34</sup> Evergy further claims that its proposed revised tariffs are not aimed directly at wholesale markets.<sup>35</sup> Nor does it seek to bar participation in wholesale markets.<sup>36</sup> Staff witness Justin Grady agrees that the agreement provides a process of for coordination and information sharing to protect Evergy’s equipment and ensure continued reliability of the grid.<sup>37</sup>

### Evergy’s consent

19. One aspect of the tariffs proposed in the Non-Unanimous Settlement Agreement that merits special consideration is the requirement that Evergy grant “consent” for customers to participate in DR. Sierra Club and Vote Solar view this consent requirement as evidence that

---

<sup>33</sup> *Hughes v. Talen Energy Marketing, LLC*, 136 S.Ct. 1288, 1209-91 (2016).

<sup>34</sup> Brief in Support of the Non-Unanimous Stipulation and Agreement of Evergy Kansas Central, Inc., Evergy Kansas South, Inc. and Evergy Metro, Inc. pg. 9 (September 22, 2023).

<sup>35</sup> *Id.* at 14.

<sup>36</sup> *Id.* at 14-15.

<sup>37</sup> Justin Grady, Testimony in Support of Non-Unanimous Settlement Agreement, pgs. 11-12 (September 7, 2023).

Evergy is attempting to regulate wholesale market participation as opposed to the actual impacts on the distribution system.<sup>38</sup>

20. To address this, it is necessary to review under what conditions Evergy may withhold its consent. Part 5 of the proposed DR registration forms, “General Terms of Participation” states:

Evergy’s written Consent is necessary for a Retail Customer to participate in SPP’s Integrated Marketplace Demand Response program(s). Evergy will provide to the Retail Customer written notice of its determination regarding such Consent by the end of the registration review period provided under SPP rules, with such Consent not to be unreasonably withheld or delayed.<sup>39</sup>

As stated above, Evergy Kansas Central’s existing tariff already addresses DR participation in Section 7.12 of the General Terms and Conditions which states:

Customer participation in Integrated Market or Demand Response: Company’s express written consent is necessary for a customer to participate in the SPP’s Integrated Market or Demand response program regardless of the customer’s service taken from Company (i.e., firm or interruptible).<sup>40</sup>

This has been in Evergy Kansas Central’s Tariff since at least September of 2018. Thus far the Commission is not aware of any issues arising from this provision. Compare Evergy Kansas Central’s current tariff with the tariff revision proposed in the Non-Unanimous Settlement Agreement which would apply to all Evergy’s iterations:

**7.12** Customer participation in Integrated Marketplace ~~or with~~ Demand Response: Company’s express written consent is necessary for a customer to participate in the SPP’s Integrated Marketplace ~~or~~ Demand ~~R~~esponse program regardless of the customer’s service taken from Company (i.e., firm or interruptible). To obtain the required written consent from Company, a Customer

---

<sup>38</sup> Sierra Club’s and Vote Solar’s Brief in Opposition to Non-Unanimous Settlement Agreement, pgs. 16-17 (September 22, 2023).

<sup>39</sup> Exhibits 4 and 5 part 5 General Terms of Participation.

<sup>40</sup> Evergy Kansas Central, General Terms and Conditions, Section 7.12 (<https://www.evergy.com/-/media/documents/billing/kansas-central/general-terms-and-conditions/7-companys-service-obligations-010121.pdf?la=en>).



must provide to the Company the following required information, the forms of which are available on the Company's Internet website:

(i) Schedule 1 - Customer Registration and Consent Form, if the Customer intends to participate in SPP's Integrated Marketplace or Demand Response program through a third-party Demand Response Aggregator;

(ii) Schedule 1A – Customer Registration and Consent Form, if the Customer intends to directly participate in SPP's Integrated Marketplace or Demand Response program without a third-party Demand response Aggregator; and

(iii) Schedule 2 - Operating Data for Demand Response Resources, in accordance with the reporting periods specified therein.

If Customer discontinues participation in the SPP's Integrated Marketplace Demand Response program(s) for any reason, Customer shall provide written notice to Evergy as soon as practicable but not less than ten (10) business days following the date of such discontinuation. The notice shall provide the date of the discontinuation and the reasons for such discontinuation.

21. The Commission finds the proposed tariff revision along with the registration form is an improvement upon the current tariff. The proposed tariff informs the customer of exactly what is required to obtain Evergy's "consent," it provides a date certain by which Evergy will make a decision as well as guarantee that consent will not be unreasonably withheld or delayed. These clarifications demonstrate that Evergy's required "consent" is less of an exercise in judgement over who may participate in the wholesale markets and more a ministerial exercise allowing Evergy to confirm it has all the information it needs to continue its duties in the safe and efficient operation of the grid. The Commission finds that the Non-Unanimous Settlement Agreement conforms with applicable law under the Commission's powers to supervise electric public utilities as the proposed tariff revisions are not aimed at wholesale market rates or participation, rather they are a means by which Evergy and the Commission fulfill their duties to protect the safety and reliability of the grid.

**Whether the agreement results in just and reasonable rates**

22. When addressing “just and reasonable rates” Sierra Club and Vote Solar argue that the settlement is inequitable and discriminatory because DR customers are held strictly liable for damages to Evergy’s property, whereas, Evergy is only liable for damage to its customers’ property in cases of “willful misconduct or gross negligence.”<sup>41</sup> Voltus argues that the settlement agreement does not directly impact rates.<sup>42</sup> Voltus also states that customers’ participation in DR facilitate the opportunity to lower customer bills.<sup>43</sup>

23. All parties claim, and the Commission agrees, that the Non-Unanimous Settlement Agreement does not impact rates directly. The Commission finds that this factor is met insofar that rates will not be affected directly and any indirect effect will likely result in downward pressure on rates. Sierra Club and Vote Solar’s concern about the inequity between DR customers and Evergy for liability for damages is valid, but not directly relevant to the question of just and reasonable rates.

**Whether the results of the Non-Unanimous Settlement Agreement are in the public interest, including the interest of the customers represented by the party not consenting to the agreement.**

24. Sierra Club and Vote Solar argue that because the settlement does not comply with applicable law and does not promote just and reasonable rates, then it is also not in the public interest.<sup>44</sup> These concerns are addressed above. Sierra Club and Vote Solar also claim that the settlement is not in the interests of small customers because the extra effort of filing for Evergy

---

<sup>41</sup> Sierra Club’s and Vote Solar’s Brief in Opposition to Non-Unanimous Settlement Agreement, pg. 16 (September 22, 2023).

<sup>42</sup> Voltus, Inc.’s Brief in Support of Non-Unanimous Settlement Agreement, pg. 8 (September 22, 2023).

<sup>43</sup> *Id.*

<sup>44</sup> Sierra Club’s and Vote Solar’s Brief in Opposition to Non-Unanimous Settlement Agreement, pg. 22 (September 22, 2023).



approval and submitting quarterly reports would eclipse the benefits to the customer of enrolling in a DR program.<sup>45</sup>

25. Voltus claims that the settlement is in the public interest because it gives all Evergy's customers the same rights to participate in Demand response.<sup>46</sup> It also avoids uncertainty and further litigation costs.<sup>47</sup>

26. Staff testified that the Non-Unanimous Settlement Agreement represents a balancing of interests, allowing customers the benefits of DR participation and allows Evergy to receive proactive coordination and communication from its retail customers.<sup>48</sup>

27. The Commission agrees with Voltus that in general, the public interest is better served when all of Evergy's customers have access to the same programs in the same manner. Sierra Club and Vote Solar's concerns about the effect on small customers are well taken, however, no party has provided any evidence that Evergy Kansas Central's current tariffs that require Evergy's consent, have had a detrimental effect on customers. While the proposed tariffs include more paperwork from customers than existing tariffs, parties have presented no evidence on this matter, only mere speculation. The existence of a more concrete pathway toward participation in aggregation activities may, in fact, reduce the burden on interested customers. The Commission finds that the public interest is served when all of Evergy's customers have equal access to available DR programs. Therefore the Commission finds that the Non-Unanimous Settlement Agreement is in the public interest.

## Conclusion

---

<sup>45</sup> *Id.* at 23.

<sup>46</sup> Voltus, Inc.'s Brief in Support of Non-Unanimous Settlement Agreement, pg. 10 (September 22, 2023).

<sup>47</sup> *Id.* at 11.

<sup>48</sup> Justin Grady, Testimony in support of Non-Unanimous Settlement Agreement, pgs. 13-14 (September 11, 2023).

28. After reviewing the Non-Unanimous Settlement Agreement in the light of the Commission's five-part test, the Commission finds that the Non-Unanimous Settlement Agreement should be approved.

**THEREFORE, THE COMMISSION ORDERS:**

A. The Joint Motion to Approve Non-Unanimous Settlement Agreement is granted.

B. Any party may file and serve a petition for reconsideration pursuant to the requirements and time limits established by K.S.A. 77-529(a)(1).<sup>49</sup>

**BY THE COMMISSION IT IS SO ORDERED.**

French, Chairperson; Keen, Commissioner; Kuether, Commissioner.

Dated: 10/24/2023



---

Lynn M. Retz  
Executive Director

DGC

---

<sup>49</sup> K.S.A. 66-118b; K.S.A. 77-503(c); K.S.A. 77-531(b).



Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL  
(Name of Issuing Utility)

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

Replacing Schedule Section 1GT&C — Sheet

1

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed April 18, 2012 October 8,

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

Sheet 1 of 7 Sheets

**GENERAL RULES AND REGULATIONS**

**1. DEFINITIONS**

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

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

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

(Name of Issuing Utility)

Replacing Schedule Section 1GT&C — Sheet

2

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed April 18, 2012 October 8,

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

Sheet 2 of 7 Sheets

**GENERAL RULES AND REGULATIONS**

Agreement.

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

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

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

(Name of Issuing Utility)

Replacing Schedule Section IGT&C Sheet

3

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed April 18, 2012 October 8,

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

Sheet 3 of 7 Sheets

**GENERAL RULES AND REGULATIONS**

1.05.03 Industrial: Industrial customers shall be those whose use of Electric Service changes raw or unfinished materials into other forms or products. Such customers shall include but not be limited to those engaged in the production of ordinance and accessories; food and kindred products; tobacco products; textile mill products; apparel and other finished products made from fabrics and similar materials; lumber and wood products; furniture and fixtures; paper and allied products; printing, publishing and allied products; chemicals and allied products; petroleum and coal products; rubber products; leather and leather products; stone, clay and glass products; primary metals; fabricated metal products; machinery; electrical machinery, equipment and supplies; transportation equipment; instruments; miscellaneous manufactured products; coal, gas, oil, electric power, and ice; establishments engaged in mining and quarrying; establishments engaged in the overhaul and repair of transportation and other equipment; and other similar establishments.

1.06 “Premise” means the land and buildings on property controlled by customer.

1.07 “Contiguous Premise” means a properties, sharing at least one common point or local boundary, upon which all buildings and/or electric consuming devices are owned or occupied by the same customer, and upon which all electric service is utilized to supply one or more connected electrical loads which Company considers to be components of a unified operation. Streets, alleys, and other rights-of-way intersecting the customer's properties are not considered property occupied or used by others.

1.08 “Point of Delivery” means the place where Company's wires are joined to customer's wires or apparatus unless some other Point of Delivery is specified in the Service Agreement.

1.09 “Delivery Voltage” means the voltage level provided by Company to the Point of Delivery designated by Company on customer's premises, regardless of Metering Voltage.

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 Section 1

(Name of Issuing Utility)

Replacing Schedule Section 1GT&C Sheet

4

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed April 18, 2012 October 8,

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

Sheet 4 of 7 Sheets

**GENERAL RULES AND REGULATIONS**

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

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  
 \_\_\_\_\_  
 (Name of Issuing Utility)

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

Replacing Schedule Section 1GT&C — Sheet

5

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed April 18, 2012 October 8,

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

Sheet 5 of 7 Sheets

**GENERAL RULES AND REGULATIONS**

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

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

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

(Name of Issuing Utility)

Replacing Schedule Section IGT&C — Sheet

6

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed April 18, 2012 October 8,

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

Sheet 6 of 7 Sheets

**GENERAL RULES AND REGULATIONS**

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

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  
(Name of Issuing Utility)

SCHEDULE Section 1

Replacing Schedule Section 1GT&C — Sheet

7

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed April 18, 2012 October 8,

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

Sheet 7 of 7 Sheets

**GENERAL RULES AND REGULATIONS**

1.29 “Resale of Service” The resale of Electric Service is prohibited by customers to third parties or tenants of customer without the written consent of Company. The customer may pass on to the occupant(s) of rental facilities an amount equal to the billing received to such tenant(s).

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

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 Section 7

(Name of Issuing Utility)

Replacing Schedule Section 7GT&C -Sheet

1

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
~~2018~~September 15, 2020

which was filed September 27,

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

Sheet 1 of 8 Sheets

**GENERAL TERMS AND CONDITIONS**

**7. COMPANY'S SERVICE OBLIGATIONS**

**7.01 Supplying Electric Service:**

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

**7.02 Limitation of Liability:**

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

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 Section 7

(Name of Issuing Utility)

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

2

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2018 September 15, 2020

which was filed September 27,

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

Sheet 2 of 8 Sheets

**GENERAL TERMS AND CONDITIONS**

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

7.03 Company's Right of Way and Easements:

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

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 Section 7

(Name of Issuing Utility)

Replacing Schedule Section 7GT&C -Sheet

3

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2018 September 15, 2020

which was filed September 27,

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

Sheet 3 of 8 Sheets

**GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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 Section 7

(Name of Issuing Utility)

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

4

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2018 September 15, 2020

which was filed September 27,

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

Sheet 4 of 8 Sheets

**GENERAL TERMS AND CONDITIONS**

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

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

7.06.02 Underground Electric Service Lines:

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

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 Section 7

(Name of Issuing Utility)

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

5

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2018 September 15, 2020

which was filed September 27,

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

Sheet 5 of 8 Sheets

**GENERAL TERMS AND CONDITIONS**

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

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

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 Section 7

(Name of Issuing Utility)

Replacing Schedule Section 7GT&C -Sheet

6

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2018 September 15, 2020

which was filed September 27,

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

Sheet 6 of 8 Sheets

**GENERAL TERMS AND CONDITIONS**

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

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

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

7.09 Relocation or Use of Company's Facilities: Customer shall consult Company before beginning any construction that may affect Company's facilities. Customer shall not enclose Company's facilities, use any poles, wires, structures, or other Company facilities for fastening objects to use as support, or any other purpose. Customer shall not locate anything in close proximity to Company's facilities that shall cause interference with the supply of Electric Service or cause a dangerous condition to exist. Company shall require customer to reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at the request of customer. Company's

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 Section 7

(Name of Issuing Utility)

Replacing Schedule Section 7GT&C -Sheet

7

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2018 September 15, 2020

which was filed September 27,

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

Sheet 7 of 8 Sheets

**GENERAL TERMS AND CONDITIONS**

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

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

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

7.12 Customer participation in Integrated Marketplace ~~or with~~ Demand Response: Company's express written consent is necessary for a customer to participate in the SPP's Integrated Marketplace ~~or~~ Demand Response program regardless of the customer's service taken from Company (i.e., firm or interruptible). To obtain the required written consent from Company, a Customer must provide to the Company the following required information, the forms of which are available on the Company's Internet website:

(i) Schedule 1 - Customer Registration and Consent Form, if the Customer intends to participate in SPP's Integrated Marketplace or Demand Response program through a third-party Demand Response Aggregator;

(ii) Schedule 1A - Customer Registration and Consent Form, if the Customer intends to directly participate in SPP's Integrated Marketplace or Demand Response program without a third-party Demand response Aggregator; and

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 Section 7

(Name of Issuing Utility)

Replacing Schedule Section 7GT&C -Sheet

8

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)  
2018September 15, 2020

which was filed September 27,

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

Sheet 8 of 8 Sheets

**GENERAL TERMS AND CONDITIONS**

(iii) Schedule 2 - Operating Data for Demand Response Resources, in accordance with the reporting periods specified therein.

If Customer discontinues participation in the SPP's Integrated Marketplace Demand Response program(s) for any reason, Customer shall provide written notice to Evergy as soon as practicable but not less than ten (10) business days following the date of such discontinuation. The notice shall provide the date of the discontinuation and the reasons for such discontinuation.

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

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

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

Index \_\_\_\_\_

THE STATE CORPORATION COMMISSION OF KANSAS  
EVERGY KANSAS METRO, INC. d.b.a. EVERGY KANSAS METRO

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

(Name of Issuing Utility)

Replacing Schedule ~~1-05-1-07b~~ Section 1

Sheet 1

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

which was filed October 8, 2019

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

Sheet 1 of 5 Sheets

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

**1. DEFINITIONS**

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

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

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

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

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



Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**  
**EVERGY KANSAS METRO, INC. d.b.a. EVERGY KANSAS METRO**  
 \_\_\_\_\_  
 (Name of Issuing Utility)

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

Replacing Schedule ~~1.05-1.07b~~ Section 1 \_\_\_\_\_

Sheet 2

**EVERGY KANSAS METRO SERVICE AREA**  
 \_\_\_\_\_

(Territory to which schedule is applicable)

which was filed October 8, 2019

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

Sheet 2 of 5 Sheets

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

**1. DEFINITIONS**

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

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

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

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

Index \_\_\_\_\_

THE STATE CORPORATION COMMISSION OF KANSAS  
 EVERGY KANSAS METRO, INC. d.b.a. EVERGY KANSAS METRO  
 \_\_\_\_\_  
 (Name of Issuing Utility)

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

Replacing Schedule ~~1.05-1.07b~~ Section 1 \_\_\_\_\_

Sheet 3

EVERGY KANSAS METRO SERVICE AREA  
 \_\_\_\_\_

(Territory to which schedule is applicable)

which was filed October 8, 2019

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

Sheet 3 of 5 Sheets

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

**1. DEFINITIONS**

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

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

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

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



Index \_\_\_\_\_

THE STATE CORPORATION COMMISSION OF KANSAS  
EVERGY KANSAS METRO, INC. d.b.a. EVERGY KANSAS METRO  
\_\_\_\_\_  
(Name of Issuing Utility)

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

Replacing Schedule ~~1.05-1.07b~~ Section 1  
Sheet 4

EVERGY KANSAS METRO SERVICE AREA  
\_\_\_\_\_

(Territory to which schedule is applicable)

which was filed October 8, 2019

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

Sheet 4 of 5 Sheets

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

**1. DEFINITIONS**

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

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

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

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

Index \_\_\_\_\_

THE STATE CORPORATION COMMISSION OF KANSAS  
EVERGY KANSAS METRO, INC. d.b.a. EVERGY KANSAS METRO  
\_\_\_\_\_  
(Name of Issuing Utility)

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

Replacing Schedule 1-05-1-07b Section 1  
Sheet 5

EVERGY KANSAS METRO SERVICE AREA  
\_\_\_\_\_  
(Territory to which schedule is applicable)

which was filed October 8, 2019

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

Sheet 5 of 5 Sheets

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

**1. DEFINITIONS**

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

**1.23** "Demand Response Aggregator" means a third-party entity that aggregates the load of one or more Customers for purposes of participation as demand response in the SPP Integrated Marketplace.

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

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

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



Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

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

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ Section 7

Replacing Schedule ~~Section 71-54-1-58~~ Sheet

1

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

2019

which was filed ~~March 14, 2007~~ October 8,

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

Sheet 1 of 5 Sheets

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

**7. UTILITY'S SERVICE OBLIGATIONS**

**7.01 SUPPLYING ELECTRIC SERVICE:**

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

**7.02 CLASS OF SERVICE:**

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

**7.03 LINE CONSTRUCTION:**

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

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

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

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

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

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

Index \_\_\_\_\_

**THE STATE CORPORATION COMMISSION OF KANSAS**

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

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ Section 7 \_\_\_\_\_

Replacing Schedule ~~Section 71.54-1.58~~ Sheet

2

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed ~~March 14, 2007~~ October 8,

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

Sheet 2 of 5 Sheets

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

**7.05 COMPANY RESPONSIBILITY:**

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

**7.06 CONTINUITY OF SERVICE:**

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

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

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

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

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

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



Index \_\_\_\_\_

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ Section 7 \_\_\_\_\_

Replacing Schedule Section 71.54-1.58 Sheet

3

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

2019

which was filed March 14, 2007 October 8,

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

Sheet 3 of 5 Sheets

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

B. During any period of emergency conditions on the Company's system or on the interconnected electric systems of which the Company system is a part, the Company shall have the right of selective curtailment, interruption, suspension, or restoration of electric service, both within and without its system and as among Customers served directly from its system, through the operation of protective devices or equipment, or by other means deemed by it to be appropriate to preserve or restore the operational integrity of any portion of its generating resources and transmission facilities or those of the interconnected electric systems of which the Company's system is a part.

C. During the continuance of any such emergency conditions and depending upon the operating characteristics of the Company's system and its interconnected electric systems, the nature of the deficiency, and to the extent of time availability, the Company's procedures for curtailment, interruption or suspension to Customers served directly from the Company's system shall generally provide that:

1. Interruptible electric service will be suspended;
2. Voluntary reduction of use of electric service will be requested directly by the Company of major use customers and will be requested by the Company of all customers by public appeals through the news media;
3. Selective curtailment, interruption or suspension of service will be made by the Company either manually or through the automatic operation of protective devices or equipment pursuant to load shedding programs coordinated by the Company with other regional interconnected electric systems; and
4. News media will, insofar as practicable, be kept informed of the Company's

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

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

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

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Index \_\_\_\_\_

SCHEDULE Section 7

Replacing Schedule Section 71.54-1.58 Sheet

4

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed March 14, 2007 October 8,

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

Sheet 4 of 5 Sheets

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

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

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

**7.08 RESTORATION OF SERVICE:**

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

**7.09 APPLICATION OF RATE SCHEDULE:**

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

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

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

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



Index \_\_\_\_\_

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ Section 7

Replacing Schedule ~~Section 71.54-1.58~~ Sheet

5

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

2019

which was filed ~~March 14, 2007~~ October 8,

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

Sheet 5 of 5 Sheets

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

**7.10 REFUSAL TO SERVE:**

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

**7.11 PROPERTY OF THE COMPANY:**

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

**7.12 LIABILITY OF COMPANY:**

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

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

Company's express written consent is necessary for a customer to participate in the SPP's Integrated Marketplace Demand Response program regardless of the customer's service taken from Company (i.e., firm or interruptible). To obtain the required written consent from Company, a Customer must provide to the Company the following required information, the

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

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

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

Index \_\_\_\_\_

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ Section 7

Replacing Schedule Section 71.54-1.58 Sheet

6

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)  
2019

which was filed March 14, 2007 ~~October 8,~~

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

Sheet 6 of 5 Sheets

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

forms of which are available on the Company's Internet website:

(i) Schedule 1 - Customer Registration and Consent Form, if the Customer intends to participate in SPP's Integrated Marketplace or Demand Response program through a third-party Demand Response Aggregator;

(ii) Schedule 1A - Customer Registration and Consent Form, if the Customer intends to directly participate in SPP's Integrated Marketplace or Demand Response program without a third-party Demand response Aggregator; and

(iii) Schedule 2 - Operating Data for Demand Response Resources, in accordance with the reporting periods specified therein.

If Customer discontinues participation in the SPP's Integrated Marketplace Demand Response program(s) for any reason, Customer shall provide written notice to Evergy as soon as practicable but not less than ten (10) business days following the date of such discontinuation. The notice shall provide the date of the discontinuation and the reasons for such discontinuation.

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

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

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





**DRAFT - For Settlement Purposes Only**  
**Remains Subject to Evergy Review in All Respects**

**Schedule 1 Retail Customer Registration and Consent Form**

A Retail Customer requesting Evergy’s consent (“Consent”) pursuant to Schedule \_\_, Section 7.\_\_, of Evergy’s Kansas Corporation Commission (“KCC”) tariff to participate in the Southwest Power Pool, Inc.’s (“SPP”) Integrated Marketplace Demand Response program(s) through a Demand Response Aggregator (“DRA”) must first submit this Schedule 1. The Retail Customer must submit the completed Schedule 1 to Evergy at least thirty (30) days prior to the date the Retail Customer’s DRA registers the Retail Customer’s load with SPP.

The Retail Customer may submit the completed form to Evergy by emailing it to [renewables@evergy.com](mailto:renewables@evergy.com). The Retail Customer may also contact its Evergy’s Customer Solutions Manager for additional questions.

**Part 1: Retail Customer Contact Information**

Retail Customer Name (As shown on Evergy Account)	
Retail Customer Contact <sup>1</sup> Name/Title	
Retail Customer Contact Email Address	
Retail Customer Contact Phone Number	

1. Contact must be an individual knowledgeable of the activities Retail Customer will undertake with the DRA and authorized to respond to Evergy directives, as discussed below in Part 5. More than one contact may be listed, if appropriate.

**Part 2: DRA Contact Information**

DRA Business Name	
DRA Contact Name/Title <sup>2</sup>	
DRA Contact Email Address	
DRA Contact Phone Number	

2. Contact must be an individual assigned to or responsible for the Retail Customer’s account with the DRA. More than one contact may be listed, if appropriate.

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

Service Address	City	Account Number	Meter Number	Demand Response (MW) <sup>4</sup>

3. Additional Service Addresses, Meters, or Accounts can be included by attaching a list to this form.  
 4. The MW amount noted in Part 3 should match the MW amount the DRA will register with SPP for the meter.

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

**Part 4: Additional Information**

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

1. The requested registration date of the Retail Customer’s participation in SPP’s Integrated Marketplace Demand Response program(s).





***DRAFT - For Settlement Purposes Only  
Remains Subject to Evergy Review in All Respects***

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

**Part 5: General Terms of Participation**

As a condition of receiving and maintaining Evergy's Consent, the Retail Customer agrees to the following statements and requirements:

**1. Roles of the Retail Customer, Evergy, and the DRA**

- a. The Retail Customer is an Evergy distribution system customer who seeks to participate in SPP's Integrated Marketplace Demand Response program(s) through a DRA.
- b. Evergy is a public utility subject to regulation by the KCC and responsible for the safe and reliable operation of its distribution system to provide retail electric service in Kansas in accordance with the rules, regulations and tariffs approved by the KCC.
- c. The DRA is a third-party entity that aggregates the load of one or more Retail Customers for purposes of participation in SPP's Integrated Marketplace Demand Response program(s).
- d. Evergy's written Consent is necessary for a Retail Customer to participate in SPP's Integrated Marketplace Demand Response program(s). Evergy will provide to the Retail Customer written notice of its determination regarding such Consent by the end of the registration review period provided under SPP rules, with such Consent not to be unreasonably withheld or delayed.
- e. Evergy is not affiliated with any DRA. Submission of this form or the provision of Consent will not cause the Retail Customer to become affiliated with Evergy or otherwise form any association, partnership, or joint venture with Evergy.

**2. General Acknowledgments and Responsibilities**

- a. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) impacts Evergy's distribution system and Evergy's duties, rights, and obligations as a public utility.
- b. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) remains subject to any operational constraints and conditions set forth in the Retail Customer's relevant tariffs, if applicable, as well as any Interconnection Agreement or other agreement entered into by and between Evergy and the Retail Customer.
- c. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) through a DRA will at all times respect the operational constraints identified by Evergy in the course of Evergy's SPP registration review process or in response to operational issues subsequently identified by Evergy.
- d. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) through a DRA will at all times respect the operational constraints and conditions set forth in the relevant tariffs and, if applicable, any Interconnection Agreement or other agreement entered into by and between Evergy and the Retail Customer that participates through the DRA.
- e. The Retail Customer acknowledges and agrees that Evergy may require it to cease or alter its participation in SPP's





***DRAFT - For Settlement Purposes Only  
Remains Subject to Evergy Review in All Respects***

Integrated Marketplace Demand Response program(s) for operational or safety reasons. The Retail Customer agrees to take all actions necessary, including coordination with the DRA, to comply with such directives.

- f. The Retail Customer may not export energy to Evergy's distribution grid unless Evergy has assessed potential impacts to the distribution grid pursuant to Evergy's current interconnection policies and provided such authorization in writing to the Retail Customer.
- g. The Retail Customer's offered load for participation in SPP's Integrated Marketplace Demand Response program(s) will reflect verifiable demand reduction and will comply with SPP rules regarding establishing the Retail Customer's baseline and measurement and verification.
- h. The Retail Customer acknowledges that the DRA is solely responsible for fulfilling all notice and other requirements, such as disenrollment requirements, associated with the Retail Customer's registration or discontinuation of participation with the DRA as established by KCC, the Federal Energy Regulatory Commission ("FERC"), or SPP. The Retail Customer remains responsible for fulfilling all KCC, FERC, SPP, and DRA requirements and prerequisites associated with its participation in SPP's Integrated Marketplace Demand Response program(s).
- i. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) through a DRA will not in any manner result in double compensation for a resource, double counting of a resource, or failure to otherwise comply with relevant regulatory requirements.
- j. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) must at all times comply with all applicable reliability and safety requirements, including any applicable North American Electric Reliability Corporation ("NERC") requirements or standards, and all applicable laws and regulations, including the governing documents of SPP. Applicable reliability and safety requirements and laws and regulations governing the Retail Customer's ability to participate in SPP's Integrated Marketplace Demand Response program(s) may be updated and revised over time.
- k. In no event shall the Retail Customer or a DRA alter, adjust, or damage any Evergy property or equipment, or access any Evergy premises. The Retail Customer is liable to Evergy for the cost to repair or replace any Evergy property, equipment or premises damaged as a result of the Retail Customer's activities or the activities of a DRA acting on the Retail Customer's behalf.

### **3. Information and Reporting Requirements**

- a. To enable Evergy to understand potential distribution system and Retail Customer impacts associated with participation in SPP's Integrated Marketplace Demand Response program(s) in its service territory, the Retail Customer shall provide a summary performance report to Evergy in the form of Schedule 2, which is available on Evergy's website, within ten (10) business days after Retail Customer is registered with SPP and thereafter within thirty (30) days after the last date of the reporting periods identified in Schedule 2.
- b. Upon request by Evergy, the Retail Customer must provide a copy of any agreement it has entered with the DRA governing participation in SPP's Integrated Marketplace Demand Response program(s).
- c. Evergy may review the accuracy of data and information provided by the Retail Customer pursuant to this Schedule 1 or Schedule 2. In such case, Evergy may request the production of such documents as may be required to verify the accuracy of such data and information. Such documents shall be provided within ten (10) business days of such request. Upon review of such documents, Evergy may designate its own employee representative or a contracted representative to audit the Retail Customer's records subject to confidentiality requirements.
- d. If the Retail Customer discontinues participation in the SPP's Integrated Marketplace Demand Response program(s) for any reason, Customer shall provide written notice to Evergy as soon as practicable but not less than ten (10) business days following the date of such discontinuation. The notice shall provide the date of the discontinuation and the reasons for such discontinuation.

***DRAFT - For Settlement Purposes Only  
Remains Subject to Evergy Review in All Respects***



- e. If there is any change in the information provided herein, including, but not limited to, Retail Customer Contact or DRA Contact Information or unenrollment of Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s), the Retail Customer will notify Evergy as soon as reasonably practicable by submitting an updated Schedule 1 reflecting any such changes to [renewables@evergy.com](mailto:renewables@evergy.com).

**4. Termination of Participation:**

- a. If Evergy reasonably determines that the Retail Customer has not met the requirements set forth in this Schedule 1, or that any representation or information contained in the Retail Customer's Schedule 1 or Schedule 2 is or becomes false or misleading in any material respect, Evergy may withdraw its Consent, provided that the Retail Customer shall receive thirty (30) days' prior written notice from Evergy. That notice shall identify any instance of non-performance identified by Evergy. If the Retail Customer fails to remedy each instance of non-performance identified by Evergy by the end of the thirty (30) day period, Evergy may withdraw its Consent.
- b. Evergy may withdraw its Consent as required to comply with any applicable law, regulation, or order by a relevant regulatory authority, including SPP.
- c. Upon withdrawal of Consent, Evergy may so notify SPP and may contest the Retail Customer's registration or continued market participation with SPP. Evergy reserves the right to proceed under the informal or formal complaint procedures set forth under KCC rules.

**Retail Customer Signature**

*(Must be signed by an officer, agent, employee, or other person authorized to act on behalf of the Retail Customer)*

\_\_\_\_\_  
Signature

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

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





**DRAFT - For Settlement Purposes Only**  
**Remains Subject to Evergy Review in All Respects**

**Schedule 1A Retail Customer Registration and Consent Form**

A Retail Customer requesting Evergy’s consent (“Consent”) pursuant to Schedule \_\_\_\_, Section 7.\_\_\_\_, of Evergy’s Kansas Corporation Commission (“KCC”) tariff to participate directly in the Southwest Power Pool, Inc.’s (“SPP”) Integrated Marketplace Demand Response program(s) must first submit this Schedule 1A. The Retail Customer must submit the completed Schedule 1A to Evergy at least thirty (30) days prior to the date the Retail Customer registers its load with SPP.

The Retail Customer may submit the completed form to Evergy by emailing it to [renewables@evergy.com](mailto:renewables@evergy.com). The Retail Customer may also contact its Evergy’s Customer Solutions Manager for additional questions.

**Part 1: Retail Customer Contact Information**

Retail Customer Name (As shown on Evergy Account)	
Retail Customer Contact <sup>1</sup> Name/Title	
Retail Customer Contact Email Address	
Retail Customer Contact Phone Number	

1. Contact must be an individual knowledgeable of the activities Retail Customer will undertake to participate in SPP’s Integrated Marketplace Demand Response program(s) and authorized to respond to Evergy directives, as discussed below in Part 5. More than one contact may be listed, if appropriate.

**Part 2: SPP Registration Details**

Expected Date of Registration	
Expected Start Date	
Expected Resource Type (Dispatchable Demand Response or Block Demand Response)	
Expected Demand Response Load Asset(s) (Include description and location information)	

**Part 3: Service Accounts<sup>2</sup>**

Service Address	City	Account Number	Meter Number	Demand Response (MW) <sup>3</sup>

2. Additional Service Addresses, Meters, or Accounts can be included by attaching a list to this form.  
 3. The MW amount noted in Part 3 should match the MW amount the Retail Customer will register with SPP for the meter.

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

**Part 4: Additional Information**

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





***DRAFT - For Settlement Purposes Only  
Remains Subject to Evergy Review in All Respects***

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

#### **Part 5: General Terms of Participation**

As a condition of receiving and maintaining Evergy's Consent, the Retail Customer agrees to the following statements and requirements:

##### **1. Roles of the Retail Customer and Evergy**

- a. The Retail Customer is an Evergy distribution system customer who seeks to directly participate in SPP's Integrated Marketplace Demand Response program(s).
- b. Evergy is a public utility subject to regulation by the KCC and responsible for the safe and reliable operation of its distribution system to provide retail electric service in Kansas in accordance with the rules, regulations and tariffs approved by the KCC.
- c. Evergy's written Consent is necessary for a Retail Customer to participate in SPP's Integrated Marketplace Demand Response program(s). Evergy will provide to the Retail Customer written notice of its determination regarding such Consent by the end of the registration review period provided under SPP rules, with such Consent not to be unreasonably withheld or delayed.
- d. Submission of this form or the provision of Consent will not cause the Retail Customer to become affiliated with Evergy or otherwise form any association, partnership, or joint venture with Evergy.

##### **2. General Acknowledgments and Responsibilities**

- a. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) impacts Evergy's distribution system and Evergy's duties, rights, and obligations as a public utility.
- b. The Retail Customer remains responsible for registering as a market participant in SPP ("Market Participant") and fulfilling all SPP, KCC, and Federal Energy Regulatory Commission ("FERC") requirements and prerequisites associated with its participation in SPP's Integrated Marketplace Demand Response program(s). The Retail Customer is solely responsible for all notice and other requirements, such as disenrollment requirements, associated with the Retail Customer's registration or discontinuation of participation as established by KCC, FERC, or SPP.
- c. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) remains subject to any operational constraints and conditions set forth in the Retail Customer's relevant tariffs, if applicable, as well as any Interconnection Agreement or other agreement entered into by and between Evergy and the Retail Customer.
- d. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) will at all times respect the operational constraints identified by Evergy in the course of Evergy's SPP registration review process or in response to operational issues subsequently identified by Evergy.
- e. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) will at all times respect the operational constraints and conditions set forth in the relevant tariffs and, if applicable, any Interconnection Agreement or other agreement entered into by and between Evergy and the Retail Customer.





***DRAFT - For Settlement Purposes Only  
Remains Subject to Evergy Review in All Respects***

- f. The Retail Customer acknowledges and agrees that Evergy may require it to cease or alter its participation in SPP's Integrated Marketplace Demand Response program(s) for operational or safety reasons. The Retail Customer agrees to take all actions necessary to comply with such directives and acknowledges that Evergy is not responsible for the impact of those directives on the Retail Customer's bids submitted to, or market activities with, SPP.
- g. The Retail Customer may not export energy to Evergy's distribution grid unless Evergy has assessed potential impacts to the distribution grid pursuant to Evergy's current interconnection policies and provided such authorization in writing to the Retail Customer.
- h. The Retail Customer's offered load for participation in SPP's Integrated Marketplace Demand Response program(s) will reflect verifiable demand reduction and will comply with SPP rules regarding establishing the Retail Customer's baseline and measurement and verification.
- i. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) will not in any manner result in double compensation for a resource, double counting of a resource, or failure to otherwise comply with relevant regulatory requirements.
- j. The Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s) must at all times comply with all applicable reliability and safety requirements, including any applicable North American Electric Reliability Corporation ("NERC") requirements or standards, and all applicable laws and regulations, including the governing documents of SPP. Applicable reliability and safety requirements and laws and regulations governing the Retail Customer's ability to participate in SPP's Integrated Marketplace Demand Response program(s) may be updated and revised over time.
- k. In no event shall the Retail Customer alter, adjust, or damage any Evergy property or equipment, or access any Evergy premises. The Retail Customer is liable to Evergy for the cost to repair or replace any Evergy property, equipment or premises damaged as a result of the Retail Customer's activities.

### **3. Information and Reporting Requirements**

- a. To enable Evergy to understand potential distribution system and Retail Customer impacts associated with participation in SPP's Integrated Marketplace Demand Response program(s) in its service territory, the Retail Customer shall provide a summary performance report to Evergy in the form of Schedule 2, which is available on Evergy's website, within ten (10) business days after Retail Customer is registered with SPP and thereafter within thirty (30) days after the last date of the reporting periods identified in Schedule 2.
- b. The Retail Customer must provide upon request a copy of any registration and Market Participant information it has submitted to SPP to participate in SPP's Integrated Marketplace Demand Response program(s).
- c. Evergy may review the accuracy of data and information provided by the Retail Customer pursuant to this Schedule 1A or Schedule 2. In such case, Evergy may request the production of such documents as may be required to verify the accuracy of such data and information. Such documents shall be provided within ten (10) business days of such request. Upon review of such documents, Evergy may designate its own employee representative or a contracted representative to audit the Retail Customer's records subject to confidentiality requirements.
- d. If Retail Customer discontinues participation in the SPP's Integrated Marketplace Demand Response program(s) for any reason, Customer shall provide written notice to Evergy as soon as practicable but not less than ten (10) business days following the date of such discontinuation. The notice shall provide the date of the discontinuation and the reasons for such discontinuation.
- e. If there is any change in the information provided herein, including, but not limited to, Retail Customer Contact information or unenrollment of Retail Customer's participation in SPP's Integrated Marketplace Demand Response program(s), the Retail Customer will notify Evergy as soon as reasonably practicable by submitting an updated



***DRAFT - For Settlement Purposes Only***  
***Remains Subject to Evergy Review in All Respects***

Schedule 1A reflecting any such changes to [renewables@evergy.com](mailto:renewables@evergy.com).

**4. Termination of Participation:**

- a. If Evergy reasonably determines that the Retail Customer has not met the requirements set forth in this Schedule 1A, or that any representation or information contained in the Retail Customer's Schedule 1A or Schedule 2 is or becomes false or misleading in any material respect, Evergy may withdraw its Consent, provided that the Retail Customer shall receive thirty (30) days' prior written notice from Evergy. That notice shall identify any instance of non-performance identified by Evergy. If the Retail Customer fails to remedy each instance of non-performance identified by Evergy by the end of the thirty (30) day period, Evergy may withdraw its Consent.
- b. Evergy may withdraw its Consent as required to comply with any applicable law, regulation, or order by a relevant regulatory authority, including SPP.
- c. Upon withdrawal of Consent, Evergy may so notify SPP and may contest the Retail Customer's registration or continued market participation with SPP. Evergy reserves the right to proceed under the informal or formal complaint procedures set forth under KCC rules.

**Retail Customer Signature**

*(Must be signed by an officer, agent, employee, or other person authorized to act on behalf of the Retail Customer)*

\_\_\_\_\_  
Signature

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

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





## CERTIFICATE OF SERVICE

23-EKCE-588-TAR

I, the undersigned, certify that a true copy of the attached Order has been served to the following by means of electronic service on 10/24/2023.

JAMES G. FLAHERTY, ATTORNEY  
ANDERSON & BYRD, L.L.P.  
216 S HICKORY  
PO BOX 17  
OTTAWA, KS 66067  
jflaherty@andersonbyrd.com

JOSEPH R. ASTRAB, ATTORNEY  
CITIZENS' UTILITY RATEPAYER BOARD  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
j.astrab@curb.kansas.gov

TODD E. LOVE, ATTORNEY  
CITIZENS' UTILITY RATEPAYER BOARD  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
t.love@curb.kansas.gov

DAVID W. NICKEL, CONSUMER COUNSEL  
CITIZENS' UTILITY RATEPAYER BOARD  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
d.nickel@curb.kansas.gov

SHONDA RABB  
CITIZENS' UTILITY RATEPAYER BOARD  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
s.rabb@curb.kansas.gov

DELLA SMITH  
CITIZENS' UTILITY RATEPAYER BOARD  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
d.smith@curb.kansas.gov

DAVID BENDER  
EARTHJUSTICE  
3916 Nakoma Road  
Madison, WI 63711  
dbender@earthjustice.org

CATHRYN J. DINGES, SR DIRECTOR & REGULATORY  
AFFAIRS COUNSEL  
EVERGY KANSAS CENTRAL, INC  
818 S KANSAS AVE  
PO BOX 889  
TOPEKA, KS 66601-0889  
cathy.dinges@evergy.com

LESLIE R WINES, SR EXECUTIVE ADMIN ASSISTANT  
EVERGY METRO, INC  
D/B/A EVERGY KANSAS METRO  
One Kansas City Place  
1200 Main St., 19th Floor  
Kansas City, MO 64105  
leslie.wines@evergy.com

TERESA A. WOODY  
KANSAS APPLESEED CENTER FOR LAW AND JUSTICE,  
INC.  
211 E. 8th Street  
Suite D  
Lawrence, KS 66044  
woody@kansasappleseed.org



## CERTIFICATE OF SERVICE

23-EKCE-588-TAR

DAVID COHEN, ASSISTANT GENERAL COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
d.cohen@kcc.ks.gov

WALKER HENDRIX, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
w.hendrix@kcc.ks.gov

AHSAN LATIF, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
a.latif@kcc.ks.gov

CARLY MASENTHIN, LITIGATION COUNSEL  
KANSAS CORPORATION COMMISSION  
1500 SW ARROWHEAD RD  
TOPEKA, KS 66604  
c.masenthin@kcc.ks.gov

DIANA C. CARTER  
LIBERTY UTILITIES - EMPIRE DISTRICT  
428 E. Capitol Ave.  
Ste. 303  
Jefferson City, MO 65101  
diana.carter@libertyutilities.com

ANNE E. CALLENBACH, ATTORNEY  
POLSINELLI PC  
900 W 48TH PLACE STE 900  
KANSAS CITY, MO 64112  
acallenbach@polsinelli.com

FRANK A. CARO, JR., ATTORNEY  
POLSINELLI PC  
900 W 48TH PLACE STE 900  
KANSAS CITY, MO 64112  
fcaro@polsinelli.com

JARED R. JEVONS, ATTORNEY  
POLSINELLI PC  
900 W 48TH PLACE STE 900  
KANSAS CITY, MO 64112  
jjevons@polsinelli.com

SUNIL BECTOR, ATTORNEY  
SIERRA CLUB  
2101 WEBSTER, SUITE 1300  
OAKLAND, CA 94312-3011  
sunil.bector@sierraclub.org

LINDSAY CAMPBELL, EXECUTIVE VP - GENERAL  
COUNSEL  
SOUTHERN PIONEER ELECTRIC COMPANY  
1850 W OKLAHOMA  
PO BOX 430  
ULYSSES, KS 67880-0368  
lcampbell@pioneerelectric.coop

JAMES BRUNGARDT, MANAGER, REGULATORY & GOVT.  
AFFAIRS  
SUNFLOWER ELECTRIC POWER CORPORATION  
301W. 13TH  
PO BOX 1020  
HAYS, KS 67601-1020  
jbrungardt@sunflower.net

MONICA A SEIB, CORPORATE PARALEGAL SUPERVISOR  
SUNFLOWER ELECTRIC POWER CORPORATION  
301W. 13TH  
PO BOX 1020  
HAYS, KS 67601-1020  
mseib@sunflower.net

**CERTIFICATE OF SERVICE**

23-EKCE-588-TAR

JON WELLINGHOFF, CHIEF REGULATORY OFFICER  
VOLTUS, INC.  
2443 Fillmore St. #380-3427  
San Francisco, CA 94115  
jwellinghoff@voltus.co

JOANN WORTHINGTON, SENIOR MANAGER  
REGULATORY AFFAIRS  
VOLTUS, INC.  
2443 Fillmore St. #380-3427  
San Francisco, CA 94115  
jworthington@voltus.co

TAYLOR P. CALCARA, ATTORNEY  
WATKINS CALCARA CHTD.  
1321 MAIN ST STE 300  
PO DRAWER 1110  
GREAT BEND, KS 67530  
tcalcara@wcrf.com

JEFFREY M KUHLMAN, ATTORNEY  
WATKINS CALCARA CHTD.  
1321 MAIN ST STE 300  
PO DRAWER 1110  
GREAT BEND, KS 67530  
jkuhlman@wcrf.com

/S/ KCC Docket Room  
KCC Docket Room

---