

Exhibit No.:
Issue: Large Load Tariff
Witness: Kevin D. Gunn
Type of Exhibit: Surrebuttal Testimony
Sponsoring Party: Evergy Missouri Metro & Evergy Missouri West
Case No.: EO-2025-0154
Date Testimony Prepared: September 12, 2025

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: EO-2025-0154

SURREBUTTAL TESTIMONY

OF

KEVIN D. GUNN

ON BEHALF OF

EVERGY MISSOURI METRO AND EVERGY MISSOURI WEST

**Kansas City, Missouri
September 2025**

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1 **SURREBUTTAL TESTIMONY**

2 **OF**

3 **KEVIN D. GUNN**

4 **CASE NO. EO-2025-0154**

5 **I. Introduction and Executive Summary**

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

7 A: My name is Kevin D. Gunn. My business address is 1200 Main Street, Kansas City,
8 Missouri 64105.

9 **Q: Are you the same Kevin D. Gunn who filed Direct testimony in this case on February**
10 **14, 2025?**

11 A: Yes. I previously submitted Direct testimony on behalf of Evergy Missouri Metro, Inc.
12 d/b/a Evergy Missouri Metro (“Evergy Missouri Metro” or “EMM”) and Evergy Missouri
13 West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West” or “EMW”) (collectively,
14 “Evergy,” the “Applicants” or “the Company”).

15 **Q: What is the purpose of your Surrebuttal testimony?**

16 A: The purpose of my Surrebuttal testimony is to respond to various witnesses’ testimony
17 from the Missouri Public Service Commission Staff (“Staff”) set forth in the Staff Report
18 and Recommendation (“Staff Rec.” or “Recommendation”). Additionally, I respond to
19 testimonies submitted by the Office of the Public Counsel (“OPC”), the Data Center
20 Coalition (“DCC”), Google LLC (“Google”), and Union Electric Company d/b/a Ameren
21 Missouri (“Ameren”). Specifically, my Surrebuttal demonstrates that Evergy’s Large Load
22 Power Service (LLPS) Rate Plan aligns with Section 393.130.7¹ and industry best

¹ All statutory references are to the Missouri Revised Statutes (2016), as amended, unless otherwise noted.

1 practices, as well as provides flexibility, customer protections, and economic development
2 benefits necessary to ensure Missouri’s competitiveness in attracting transformative new
3 investments. Additionally, my testimony addresses the policy concerns and critiques set
4 forth by opposing parties’ testimonies.

5 **Q: Why is Evergy seeking approval of Schedule LLPS Rate Plan and its accompanying**
6 **riders?**

7 A: As discussed in Evergy witnesses’ Direct testimony, Missouri is in the midst of
8 experiencing an unprecedented amount of load growth because of large load customers,
9 and Schedule LLPS permits the Company to respond appropriately to the influx of new
10 customers. These large load customers are very knowledgeable regarding energy and
11 utility ratemaking, bring new levels of sophistication and demand to the interconnection
12 process, and even maintain their own renewable energy resource portfolio. See B. Lutz
13 Direct at 9. Given this, Evergy developed Schedule LLPS and its accompanying riders as
14 the Company can no longer rely on past practices to evaluate these large loads while
15 complying with Senate Bill 4, particularly Mo. Rev. Stat. Section 393.130.7. See Senate
16 Bill No. 4, 103rd General Assembly, Mo. Rev. Stat. § 393.130.7 (“Senate Bill 4” or “SB
17 4”).

18 **Q: Is the Southwest Power Pool (“SPP”) experiencing significant load growth?**

19 A: Yes. See K. Gunn Direct at 4-5, 8-9. “Our energy system is in the midst of radical change.
20 Changes in supply, demand, and extreme weather conditions are stressing the limits of
21 energy reliability.” See G. Marke (OPC) Rebuttal at 6. According to the former Chief
22 Executive Officer of SPP Barbara Suzz: “Demand for electricity is outpacing supply from
23 our generation fleet.” See Southwest Power Pool, “Our Generational Challenge: A

1 Reliability Future for Electricity” at 3 (Summer 2024) (“SPP Our Generational
2 Challenge”). The world is entering a transformative era of electrification, driven by the
3 rapid adoption of electric vehicles, expansion of data centers, advancements in artificial
4 intelligence, and other emerging demand sources. “According to the International Energy
5 Agency’s Electricity 2024 report, ‘Electricity consumption from data centers, artificial
6 intelligence (AI) and the cryptocurrency sector could double by 2026. After globally
7 consuming an estimated 460 terawatt-hours (TWh) in 2022, data centers’ total electricity
8 consumption could reach more than 1,000 TWh in 2026.’” Id. at 10-11. The United States
9 “may see \$630 billion in near-term investment in new ‘large loads’ like factories and data
10 centers, with a growth in demand of 38 GW through 2028.” Id. at 11. And Kansas City is
11 rapidly establishing itself as a leading global market for data centers. See K. Gunn Direct
12 at 10.

13 **Q: Has Evergy contracted with any large loads?**

14 A: Yes. As discussed in Direct testimony, Evergy has negotiated contracts with Google and
15 Meta in Missouri and Panasonic in Kansas. See J. Martin Direct at 4. Additionally, the
16 “Company is currently working with over 20 prospective large load customers with more
17 than six gigawatts of incremental demand.” K. Gunn Direct at 12-13. See B. Lutz Direct
18 at 8.

19 **Q: Does Missouri benefit from these large load customers?**

20 A: Yes. Missouri and Evergy have a “unique opportunity to leverage this unprecedented load
21 growth.” See K. Gunn Direct at 11; *Governor Kehoe Signs SB 4 Into Law, Securing*
22 *Missouri’s Energy Future and Economic Growth* (Apr. 9, 2025). Attracting large
23 commercial and industrial companies to the state of Missouri creates significant direct,

1 indirect, and induced benefits. Direct benefits include the direct job creation and capital
2 investment, which help to increase the tax base as well as opportunity for prosperity among
3 Missouri citizens. Indirect and induced benefits include the creation of new construction
4 jobs, the potential to attract additional supply chain partners to the state, and retail
5 opportunities to support employees of the facilities. See S. Ramirez (DCC) Rebuttal at 8.
6 All of these opportunities help to strengthen and diversify Missouri’s economy.
7 Specifically, Schedule LLPS Rate Plan and its accompanying riders will help attract large
8 load customers to Missouri, supporting economic development for the benefit of all
9 Missourians. See K. Gunn Direct at 24. The LLPS Rate Plan offers tailored rate structures
10 and optional clean energy, demand response, and capacity riders, providing large
11 customers with the flexibility to meet their operational and sustainability goals. This
12 combination of customer choice, transparent cost allocation, and expedited interconnection
13 processes directly supports Missouri’s economic development objectives. Id. at 24. See A.
14 Arora (Ameren) Rebuttal at 5.

15 **Q: What role does the Missouri Public Service Commission (the “Commission”) have in**
16 **Missouri’s economic development?**

17 A: The Commission plays a critical role in Missouri’s economic development. See SPP Our
18 Generational Challenge at 2 (“State utility commissioners are extremely important in
19 developing responsible cost allocation and resource adequacy policies.”). Within the
20 “Overall Public Policy” section, Staff distances itself from other state-level entities such as
21 the Department of Natural Resources, the Department of Natural Resources Division of
22 Energy, the Department of Economic Development, and the Governor’s office in deciding
23 how to approach large loads. Later in the same section, Staff states, “There is no

1 requirement or check in current Missouri regulation that requires EMM or EMW to vet
2 potential customers for the best economic, environmental, public benefit, or any other
3 interest of the State of Missouri, its service territory, or a given community – other than
4 this Commission.” I believe the role of the Commission and the Staff is clear and best
5 represented by the Commission Mission Statement.¹⁰

Mission Statement

We will:

- ensure that Missourians receive safe and reliable utility services at just, reasonable and affordable rates;
- support economic development through either traditional rate of return regulation or competition, as required by law;
- establish standards so that competition will maintain or improve the quality of services provided to Missourians;
- provide the public the information they need to make educated utility choices;
- provide an efficient regulatory process that is responsive to all parties, and perform our duties ethically and professionally.

6
7 I believe the Commission and the Staff have a role in supporting economic development
8 in the state. By promptly approving favorable tariffs like Schedule LLPS and its flexible
9 riders, the Commission’s actions ensure that Missouri’s regulatory environment is
10 responsive, transparent, and competitive, directly supporting the attraction and retention of
11 large customers and fostering statewide economic growth.²

12 **Q: Please summarize what Evergy is requesting of the Commission.**

13 A: Evergy is requesting the Commission to promptly approve its LLPS Rate Plan and
14 associated riders, which are specifically designed to attract and integrate large load
15 customers into Missouri’s energy market. By adopting these tariffs, the Commission will
16 enable Missouri to capitalize on significant economic development opportunities, while
17 ensuring that costs and risks are appropriately allocated, and existing customers are
18 protected. Evergy further requests that the Commission outright reject Staff’s alternative
19 proposal, as it imposes excessive regulatory burdens, cost uncertainty, and restrictive terms

² *Governor Kehoe Signs SB 4 Into Law, Securing Missouri’s Energy Future and Economic Growth* (Apr. 9, 2025).

1 that would deter large investments and undermine Missouri’s ability to compete for
2 transformative new projects. Approval of Evergy’s plan is essential to fulfill statutory
3 mandates for just and reasonable rates and to secure Missouri’s share of unprecedented
4 load growth.

5 **II. Response To Staff**

6 **Q: Please summarize Evergy’s position toward Staff and its proposed large load tariffs.**

7 A: Staff’s proposed tariffs are radical and contrary to Section 393.130.7, Missouri’s economic
8 development,³ and regulatory precedent. Staff’s proposal does not reasonably align with
9 conventional ratemaking practices and unreasonably allocates incremental costs to
10 customers.

11 **1. Staff’s Proposed Tariffs Do Not Reasonably Align with Conventional** 12 **Ratemaking Practices**

13 **Q: Staff’s Report and Recommendation repeatedly expresses concern with Evergy’s**
14 **“positive regulatory lag.” Please explain what this “lag” refers to.**

15 A: Staff repeatedly expresses concern that, under Evergy’s LLPS Rate Plan, revenues from
16 new large load customers would accrue to shareholders between rate cases, while
17 incremental costs would be passed to existing customers through the Fuel Adjustment
18 Clause (“FAC”). See Staff Rec. at 61. There is an “inherent lag between when LLPS
19 customer begins paying its bills, and when that revenue is recognized in a rate case.” Id.
20 Staff claims that the lag associated with large load customers is unique because of the load
21 size and revenue generated, so Evergy will maximize benefits to shareholders and over-
22 recover (double recover) revenue at the expense of non-LLPS customers by choosing to
23 not file a rate case. Id. at 61-62, 74.

³ Id.

1 **Q: Does Evergy agree?**

2 A: No. No statute in Missouri precludes positive regulatory lag, and it is a recognizable
3 product of the regulatory compact as well as a normal aspect of utility ratemaking. Rates
4 are set based on a historical or forecasted “test year” that reflects the utility’s costs and
5 revenues during a specific period. Any changes in costs or revenues after the test year are
6 not immediately reflected in rate because ratemaking generally allows utilities to recover
7 costs that have already been incurred and proven to be prudent, rather than providing for
8 immediate or forward-looking cost recovery, thus creating a lag until the next rate case.

9 Staff’s attempt to utilize large load customers’ size and revenue generated
10 therefrom to show that Evergy has a greater incentive to manipulate its rate cases to
11 maximize shareholder value by double-recovering revenue is misguided. See Staff Rec. at
12 61-63, 74. These large load customers do not uniquely impact the Company differently
13 than when any other customer begins to receive service between rate cases.

14 Both EMM and EMW file quarterly surveillance reports that gives the Commission
15 staff earnings information. Additionally, and contrary to Staff’s assertion, the Commission
16 may file a utility rate case “upon its own motion or upon complaint” if it suspects that the
17 utility’s rates or charges are “unjust, unreasonable, unjustly discriminatory or unduly
18 preferential or in any wise in violation of any provision of law.”⁴ See Mo. Rev. Stat. §
19 393.140(5). Section 393.140(5) is the Commission’s checks and balances to Evergy’s

⁴ Staff witness Mr. Busch cites a Harvard Law School article on page 7 of his rebuttal to support the notion that “utilities have an incentive to overstate the need to their system.” The article endorses an “alternative approach – which requires data centers to power themselves outside of the utility system” The authors contend that this approach “sets up a formidable counterweight to utilities’ monopoly power.” See Martin, Eliza and Peskoe, Ari, *Extracting Profits from The Public: How Utility Ratepayers Are Paying for Big Tech’s Power*, Environmental & Energy Law Program | Harvard Law School at 34 (2025). However, the authors’ proposal would violate Missouri law where utilities have an obligation to serve the public within their service territory by providing safe and adequate service at just and reasonable rates. Mo. Rev. Stat § 393.130.1.

1 supposed “prerogative... to time rate cases to maximize shareholder benefit.” See Staff
2 Rec. at 62.

3 **Q: Staff proposes on pages 65-67 of its Recommendation that Evergy should incorporate**
4 **FAC LLPS adjustments in the FAC tariff sheet and track the “excess” revenue from**
5 **these large loads as a regulatory liability where it will be used to offset rate base in**
6 **future cases, with a 50-year amortization. Does the Company agree?**

7 A: No. As discussed further by Evergy witness Mr. Lutz, Staff’s proposed approach to create
8 regulatory liabilities represents a significant departure from established regulatory policy
9 and Commission precedent, which allows utilities to benefit from positive regulatory lag
10 as an incentive for efficiency and limiting rate case filings.

11 **2. Staff Overreaches into Evergy’s Managerial Business Discretion**

12 **Q: In addition to “positive regulatory lag,” what other assertions does Staff make that**
13 **are not in accord with conventional ratemaking?**

14 A: Staff also repeatedly argues throughout its Recommendation that “the discretion EMM and
15 EMW reserve to themselves steps over into areas that must be subject to regulation through
16 published tariffs” because all necessary information “is not contained in the exemplar
17 tariffs” or “unnecessarily vague.” See Staff Rec. at 74-76, 114. For example, Staff
18 “recommends that terms of service and rates for service be reflected in the promulgated
19 tariff and not reserved to confidential agreements that are not subject to Commission
20 review and might be subject to change at Evergy’s discretion.” Id. at 76.

21 **Q: Does Evergy agree that all material terms be explicitly defined in the LLPS tariffs**
22 **and subject to Commission approval?**

23 A: No, and neither does the Missouri legislature. See Section 393.130.7. Staff’s proposal is
24 overly prescriptive and unduly restricts Evergy’s ability to exercise reasonable discretion

1 in serving large load customers, whose needs are often highly individualized and not
2 amenable to a one-size-fits-all approach. Such approach would increase administrative
3 burden and regulatory oversight by the Commission, contrary to Section 393.130.7.

4 The statute directs utilities to submit schedules that “reasonably ensure” cost
5 allocation and prevent cross-subsidization, not require exhaustive detail, or eliminate utility
6 judgment. The discretion from the legislature is in accordance with the spirit and intent of
7 Senate Bill 4 in that it creates economic competitiveness, consumer protections, and energy
8 independence between utilities, thus increasing overall economic development in
9 Missouri.⁵ If every aspect of service must be pre-approved through a lengthy regulatory
10 process, utilities lose the ability to respond quickly with flexibility to customer requests,
11 resulting in delays that can cause prospective customers to seek opportunities in other states
12 with more agile regulatory environments, thus decreasing Missouri’s economic
13 development. Fundamentally, all of these actions fall under the Company’s management
14 function. The Company should not cede, nor should Staff seek control that is the province
15 of sound management practices by the Company. The Missouri legislature recognized that
16 flexibility in the utility’s tariffs, subject to the Commission’s review, is essential to meet
17 the diverse and evolving requirements of large customers while maintaining just and
18 reasonable rates for all customer classes. See Mo. Rev. Stat. § 393.130.7.

19 **Q: Is Staff’s tariff proposal improper per Section 393.130.7?**

20 A: Yes. Per the explicit language of Section 393.130.7, Staff is not permitted to implicitly
21 “file” a utility tariff and then force its consideration of a “tariff” on the utility and the
22 Commission. See Section 393.130.7 (“Each electrical corporation... shall develop and

⁵ See *Governor Kehoe Signs SB 4 Into Law, Securing Missouri’s Energy Future and Economic Growth* (Apr. 9, 2025).

1 submit to the commission” tariffs for large load customers.). Staff are independent
2 technical advisors with “expertise in accounting, economics, finance, engineering/utility
3 operations, law, or public policy.” Mo. Rev. Stat. § 386.135.1. Staff and their personal
4 advisors shall render advice and assistance to the Commissioners and the Commission’s
5 administrative law judges pertaining to technical matters within their area of expertise. Id.
6 at § 386.135.4; In re Matter of Rate Increase Request for Liberty Utilities (Missouri Water),
7 LLC, 592 S.W.3d 82, *85 (Mo. App. W.D. 2019) (emphasis added).

8 **Q: Does Evergy, Inc.’s settlement agreement in its Kansas Docket No. 25-EKME-315-**
9 **TAR provide for utility discretion?**

10 A: Yes. See Schedule KDG-1 for the unanimous settlement agreement filed at the KCC and
11 the testimony in support of the settlement agreement filed by the individual parties. The
12 settlement agreement represents a compromise between the Evergy, KCC staff, the Kansas
13 consumer advocate, industrial customers, and data centers. It is a broad and comprehensive
14 settlement framework that with some modification, should be used in Missouri.

15 Evergy is provided significant discretion regarding its large load tariffs. These areas
16 include but are not limited to: approving rate schedules and waiving associated fees,
17 structuring interim capacity agreements, evaluating customer creditworthiness and
18 collateral requirements, managing interconnection queue, and negotiating terms for
19 renewable energy riders.⁶

20 **Q: How else does Staff’s proposal not align with conventional ratemaking?**

21 A: Staff’s LLPS rate schedule and design attempts to quantify “the revenue requirement
22 components that will vary due to LLPS customers, and to separately bill for each

⁶ See Joint Motion for Approval of Unanimous Stipulation & Agreement, In re Evergy Kansas Large Load Tariff, No. 25-EKME-315-TAR (Aug. 18, 2025).

1 component.” See Staff Rec. at 40-41. This rate design represents a level of unbundling that
2 is not customary in Missouri, where small and large customer classes are typically served
3 under bundled or moderately disaggregated rates, thus undermining rate stability and
4 predictability while increasing administrative complexity. Additionally, moving away
5 from the traditional bundled rate construct in favor of highly granular, component-based
6 billing would create barriers to economic development by increasing complexity, reducing
7 transparency, and introducing financial risk for large customers. “Rate structure is typically
8 a balance between customer understandability, ease of administration, and the alignment
9 of cost/expense recovery with cost/expense causation.” Id. at 39.

10 **3. Rate Design, Transparency, and Benefits to All Customers**

11 **Q: Please discuss Evergy’s Schedule LLPS rate design.**

12 A: As discussed in Evergy witness Mr. Lutz’s Direct and Surrebuttal testimony, the Schedule
13 LLPS is structured similarly to the Company’s existing Large Power Service (“LPS”) rate,
14 while also incorporating terms and provisions, such as availability, pricing, termination,
15 and interim capacity that are particular to customers with a load greater than 100 MW. See
16 B. Lutz Direct at 4, 67-70.

17 **Q: Staff repeatedly claims throughout its Recommendation that the Company’s**
18 **proposed LLPS tariffs are unlawful, illegitimate, and unreasonable because they fail**
19 **to ensure that LLPS customers pay their fair share of costs in violation of Section**
20 **393.130.7. Does Evergy agree?**

21 A: No. See Staff Rec. at 4, 6. Staff takes general language of the statute and creates radical,
22 unreasonable, and frankly extreme positions often times only quoting Section 393.130.7 in
23 support of its contention. Staff’s proposal would stop economic development in Missouri
24 if adopted. Presumably, Staff’s tariffs were developed in a vacuum with no large load

1 customer interactions or correspondence – real-world input that is essential in
2 strengthening Missouri’s economic development opportunities, energy independence, and
3 consumer protections, while ensuring reasonable rates for all customers.⁷ , Evergy spent
4 months developing its large load tariffs by actively interacting with its actual and potential
5 large load customers, making appeals and revisions to its tariffs, and responding to explicit
6 data requests to ensure its tariffs include “some of the strongest consumer protections in
7 the nation.”⁸ Overall, it is Staff’s tariffs which are unlawful, illegitimate, and unreasonable
8 and fail to comply with Section 393.130.7.

9 **Q: Is the LLPS Rate Plan proposed by the Company compliant with the requirements of**
10 **Section 393.130.7, RSMo.?**

11 A: Yes.

12 **Q: Contrary to Staff’s assertion, does Evergy’s Schedule LLPS and riders increase**
13 **Missouri economic development opportunities in accordance with Section 393.130.7?**

14 A: Yes. See K. Gunn Direct at 24-25. Evergy’s Schedule LLPS and riders balance two key
15 objectives: attracting large load customers to Missouri to increase its economic
16 development, while protecting all customers from incremental costs and risks. As discussed
17 in Direct testimony, Schedule LLPS enables the Company to offer “the same rate design
18 and rider choices to all large load customers rather than individually negotiating tailored
19 contracts.” Id. at 23. Replacing individualized special contracts with the tariff allows for
20 customers to be “treated more consistently,” as it ensures stakeholders are able to review
21 the terms and provisions in advance. Id. Additionally, Schedule LLPS requires each
22 participant to execute a written Service Agreement that memorializes contract capacity,

⁷ *Governor Kehoe Signs SB 4 Into Law, Securing Missouri’s Energy Future and Economic Growth (Apr. 9, 2025).*

⁸ Id.

1 rider elections, and pricing exhibits subject to Commission review, thus enhancing
2 regulatory transparency. See B. Lutz Direct at 16.

3 **Q: How does Evergy’s Schedule LLPS protect non-LLPS customers, in accordance with**
4 **Section 393.130.7?**

5 A: The LLPS Rate Plan includes numerous protections for existing and non-LLPS customers.
6 See K. Gunn Direct at 22-25; B. Lutz Direct at 18-21. These include provisions such as the
7 Minimum Monthly Bill, Early Termination Fee, Collateral Requirements, Contract
8 Capacity Reductions, and the System Support Rider. See K. Gunn Direct at 22-23; B. Lutz
9 Direct at 18-21. Prior to filing Schedule LLPS, “Evergy conducted a comprehensive, cross-
10 functional assessment” by analyzing industry trends and a variety of other utility offerings
11 to evaluate how certain provisions help to satisfy the Company’s objectives. See K. Gunn
12 Direct at 7; J. Martin Direct at 6.

13 Further, the rate structure proposed in the tariff adequately ensures revenue
14 recovery so that the large- load customer’s expense share is represented. As determined by
15 Evergy’s Class Cost of Service (“CCOS”) Studies, all non-LLPS customers should benefit
16 or be held harmless when Schedule LLPS customers are added to the Company’s load. See
17 B. Lutz Direct at 70. Schedule “LLPS customers will protect other customers from stranded
18 costs and the potential for LLPS costs to be shifted to them.” See C. Berry (Google)
19 Rebuttal at 40. “Financially, large loads can increase and stabilize utility revenues by
20 expanding overall system usage. A higher total sales volume allows the utility to distribute
21 fixed system costs across more kilowatt-hours, which may help reduce costs for other
22 ratepayers.” S. Ramirez (DCC) Rebuttal at 8. See G. Marke (OPC) Rebuttal at 8.
23 Additionally, LLPS customers’ “steady energy demand profiles... enable utility system

1 planners and grid operators to better optimize existing generation and transmission
2 infrastructure, which in turn, can delay new infrastructure investments and improve overall
3 system efficiency.” See G. Marke (OPC) Rebuttal at 8.

4 **Q: In comparison to Evergy’s tariffs, does Staff’s proposal promote economic**
5 **development?**

6 A: No. Staff does not even believe Missouri should pursue the opportunity to attract large load
7 customers because, allegedly, the economic advantages of locating these customers to the
8 state are not worth the risk. See J. Busch (Staff) Rebuttal at 5. The only evidence Staff
9 provides to support this statement is that there are “just a handful of maintenance staff
10 required” at large data centers. Id. This is incorrect and ignores other benefits that large
11 load customers can bring to Missouri. Staff even recommends restricting the overall
12 quantity of load to be provided by the LLPS customers to “33% of EMM/EMW’s annual
13 Missouri jurisdictional load.” See Staff Rec. at 69. This would significantly decrease
14 Evergy’s potential revenues from LLPS customers while being “unjustly discriminatory or
15 unduly preferential” to other customers. See Mo. Rev. Stat. § 393.140(5). Ironically, it
16 would severely limit other customers from reaping any benefits from increased load from
17 new customers. Staff proposes a radical proposal, outside the bounds of the industry
18 standard deviation, by imposing unjust or unreasonable terms and conditions on LLPS
19 customers, at the expense of icing Missouri’s once-in-a-generation opportunity for
20 economic development.

1 **Q. Can you provide examples of terms and conditions that may hinder economic**
2 **development in Missouri?**

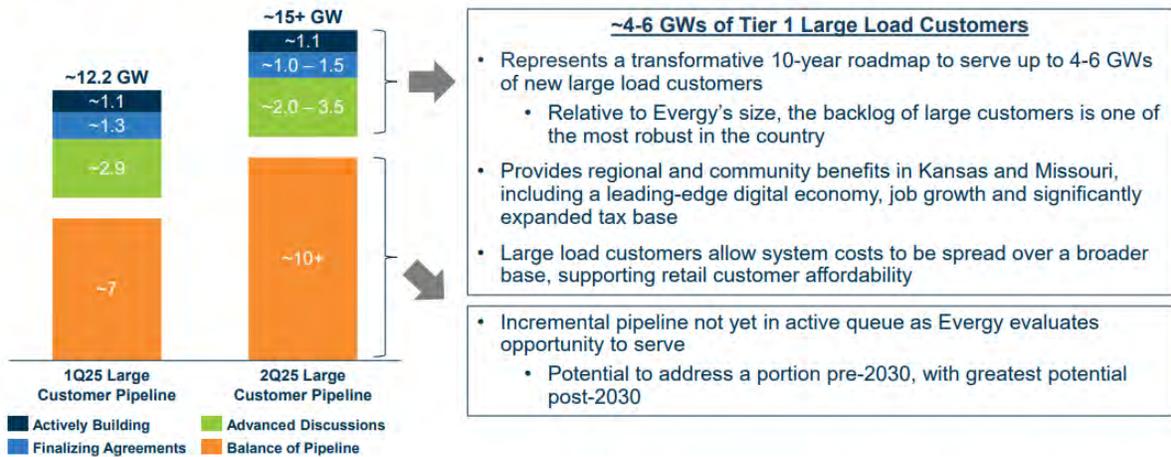
3 A. Yes. As discussed further by Evergy witness Mr. Lutz, Staff recommended a series of terms
4 and conditions that stray from the categories of terms and conditions that are emerging
5 nationally for serving large loads. Particular examples that Evergy is concerned with
6 include: (1) extensive detailed load requirements where the large load customer defines its
7 anticipated load by month and year for a minimum of 15 years, (2) demand measurement
8 intervals, (3) time-based energy charges, and (4) termination fees.

9 Inclusion of provisions like these would make a large load tariff an outlier among
10 such tariffs at the national level. Further, based on my professional experience interacting
11 with large load customers, were the Commission to adopt any of these or similar terms and
12 conditions here, I am concerned that the costs, uncertainty, and risk that these terms would
13 present to prospective customers could effectively close the Missouri market to large load
14 customers.

15 **Q: What do you make of Staff’s “fear” that Evergy might “overstate the potential**
16 **number of customers and load growth that could locate in its service territory”**
17 **(Busch Rebuttal, p. 6, lines 17-18)?**

18 A: Staff’s distrust of the Company’s projections is disappointing as the Company has shared
19 its data center information with Staff through public announcements and data request
20 responses. As explained in Evergy witness Mr. Martin’s testimony regarding the Path to
21 Power, the Company has mechanisms in place to “weed out” potential customers that do
22 not have serious plans to build in Evergy territory. Below is the latest snapshot of the
23 Company’s pipeline for both states

Economic Development Pipeline



1

2 The above chart was presented at the Company's latest earnings call and

3 approximately 9,320 MWs of the pipeline is destined for Missouri. Six Missouri

4 (representing three GWs) have paid deposits. Clearly this chart does not represent "ghost

5 load" or the Company's wishful thinking.

6 Staff's continuous pattern of unfairly accusing Evergy of failing to provide

7 substantive and sufficient evidence in bad faith is unfounded.

8 **Q: Do Staff's tariffs "reasonably ensure" that customers' rates "prevent other**

9 **customer... unjust or unreasonable" rates, in accordance with Section 393.130.7?**

10 A: No. Again, Staff baselessly asserts throughout its Report and Recommendation that

11 Evergy's tariffs will unreasonably harm non-LLPS customers, contrary to Section

12 393.130.7. However, it is Staff's approach that unreasonably allocates costs to LLPS

13 customers. For example, Staff proposes that "any Deficiency Payment incurred after the

14 addition of LLPS customers be borne solely by the LLPS customer class in proportion to

15 the overall peak demand of each customer." Staff Rec at 29. Under this proposal, large

16 load customers would bear full responsibility for any SPP deficiency-related charges

1 associated with their load, including penalties triggered by forecast deviations, even if the
2 capacity deficiency is not caused by their load. This over-allocation of risk and cost
3 subjects the large load customers to “undue or unreasonable prejudice or disadvantage,” as
4 well as “unjust” and “unreasonable” rates. See Mo. Rev. Stat. § 393.130.3; 393.130.7.

5 Similarly, Staff recommends that the Commission order for all LLPS customers to
6 be registered as a separate commercial pricing node in the SPP market, to isolate and
7 directly assign SPP-related costs (including congestion, imbalance, and ancillary services)
8 to LLPS customers. See Staff Rec. at 22-25. This approach may result in LLPS customers
9 bearing costs for market volatility, congestion, or ancillary services that, in a pooled
10 system, would be socialized across all customers. See K. Gunn Direct at 22. The direct
11 assignment could result in higher, less predictable costs for LLPS customers, even if their
12 load is not the sole or primary cause of such costs.

13 **Q: Does Staff’s tariff promote rate transparency and consistency?**

14 A: No. Staff’s proposal includes additional charges, such as the capacity shortfall rate, the
15 capacity cost sufficiency rider, and the economic development discount (“EDR”)
16 responsibility rider. See Staff Rec. at 67. These rate components include price levels
17 dependent on volatile endogenous and exogenous variables beyond the LLPS customers’
18 control, which increase the cost uncertainty the customer may be exposed to under the
19 schedule. This uncertainty brands Missouri as unattractive to LLPS customers, as
20 additional charges and rate complexity does not equate to transparency for large load
21 customers.⁹

⁹ See Governor Kehoe Signs SB 4 Into Law, *Securing Missouri’s Energy Future and Economic Growth* (Apr. 9, 2025).

1 **Q: Do the additional charges proposed by Staff adhere to trending industry standard?**

2 A: No. For example, the “Public Utilities Commission of Nevada recently approved NV
3 Energy’s Clean Transition Tariff (“CTT”)” which allows customers to effectively hedge
4 capacity exposure by entering into a bilateral contract with a specific resource. See C.
5 Berry (Google) Rebuttal at 44-46. Although Evergy does not align entirely with the CTT
6 approach, as discussed by Evergy witness Mr. Lutz, the CTT, in comparison demonstrates
7 the rigidity of Staff’s tariffs, which increase administrative burden on the customer and
8 Commission.

9 **4. Evergy’s Tariffs, Riders, and Customer Programs are Reasonable and**
10 **Lawful**

11 **Q: Can the Commission establish terms and conditions to exclude otherwise eligible**
12 **customers from receiving economic development rider discounts as asserted by Staff**
13 **on page 33-34?**

14 A: No. Staff’s assertion that the Commission has the authority to unilaterally exclude an
15 otherwise eligible customer from an economic development rate, through Commission-
16 approved terms and conditions, is incorrect based on a plain reading of the statute.
17 However, Evergy has built into its tariff, mechanisms that protect other customers from
18 unreasonably subsidizing new large load customers in the event that an economic
19 development rider discount is applied. This includes the cost recovery component of the
20 System Support Rider.

1 **Q: Staff states on page 45 that “any valuation which offsets the cost of owning and**
2 **operating current generation fleets with revenues currently produced through the**
3 **operation of those fleets is unreasonable and fails to comply with SB 4.” Does Evergy**
4 **agree?**

5 A: No. See Staff Rec. at 45, footnote 90. Staff misconstrues Schedule LLPS’s structure. As
6 discussed in Direct testimony, Evergy retains the ability to directly assign the full interim
7 incremental purchase-power costs necessary to serve each LLPS customer. However, once
8 the load is incorporated into Evergy’s resource planning, the customer is billed on SPP
9 energy rates because the SPP power grid is a collectively shared resource that cannot be
10 attributed to each customer’s use on an individual, incremental basis. See K. Gunn Direct
11 at 22. Additionally, the System Support Rider ensures that LLPS customers are responsible
12 for the additional costs associated with accelerated resource investment needed to serve
13 their new or expanded load. See B. Lutz Direct at 30.

14 **Q: Staff claims on page 118 of its Recommendation that the embedded cost of service**
15 **approach is not appropriate or in compliance with Section 393.130.7. How does**
16 **Evergy respond?**

17 A: The cost-of-service approach is the precedent for adding customers to a utility’s system in
18 Missouri. Evergy’s approach permits the lowest cost for non-LLPS customers, in
19 accordance with Section 393.130.7. Additionally, it is almost impossible to use direct
20 assignment of cost allocation when adding new customers to Evergy’s system. Further,
21 many utilities have taken the embedded system cost approach when developing large load

1 tariffs. For example, Indiana Michigan Power,¹⁰ Kentucky Power,¹¹ Entergy Mississippi,¹²
2 and Salt River Project¹³ all have been approved to utilize the embedded cost approach to
3 recover generation costs. Additionally, Dominion Energy¹⁴ and Duke Energy Florida¹⁵
4 have proposed this approach in their filed large load tariffs.

5 **III. Response To OPC**

6 **1. OPC's Proposes Issues Beyond the Scope of This Proceeding**

7 **Q: As part of the OPC testimony Dr. Marke proposes large load customers perform and**
8 **provide studies on Power Usage Effectiveness (“PUE”), Total Harmonic Distortion,**
9 **and Water Usage Effectiveness (“WUE).” What is your response to this**
10 **recommendation?**

11 **A:** First, generally, these are specific topics that have not been identified as part of our Industry
12 scans and do not appear to be a normal component of utility large load processes. That said,
13 each has specific values and concerns, and I will speak to PUE/WUE first and then address
14 harmonics.

¹⁰ See Order of the Commission at 45, In re Indiana Michigan Power Co. Approval of Industrial Power Tariff, No. 46097 (In. Util. Reg. Comm Feb. 29, 2025).

¹¹ See M. Spaeth Direct at 3-8, In re Kentucky Power Co. for Approval Of Tariffs And Riders, No. 2023-00159 (Ky. P.U.C. June 27, 2023).

¹² See Large Power Rate Sched. LPR-2, Entergy Mississippi, LLC, No. 2018-UA-39 (Ms. P.U.C. Nov. 20, 2018).

¹³ See Salt River Project (SRP), *Proposed Adjustments to SRP's Standard Electric Price Plans Effective with the November 2025 Billing Cycle*, SRP River Project Agricultural Improvement and Power District at 29 (Dec. 2, 2024).

¹⁴ See R. Miller Direct at 29, Virginia Electric and Power Company (Dominion Energy Virginia), No. PUR-2025-00058.

¹⁵ See S. Wishart Direct at 15-20, In re: Duke Energy Florida's Petition for a Limited Proceeding to Approve Large Load Tariff, No. 20250113 (Sep. 5, 2025).

1 **Q: On page 8 of its Rebuttal, OPC proposes that the Commission require a PUE study**
2 **and a WUE study as “a comprehensive report conducted before construction begins**
3 **to predict and optimize an LLPS customer’s energy consumption and**
4 **efficiency.” How does Evergy respond?**

5 A: These scores are focused on behind the meter efficiencies. It is our observation that large
6 load customers tend to have a high focus on efficiency concerns as we have not noticed a
7 need to become involved in their behind the meter activities. For example, Meta reports
8 that, “Our Kansas City Data Center is LEED Gold certified, which means that this data
9 center has achieved very high standards for energy efficiency, water conservation, supply
10 chain responsibility and recycling.”¹⁶ They also state, “We’re also prioritizing water
11 stewardship, incorporating a cooling technology that is significantly more water efficient
12 than the industry standard.”¹⁷

13 **Q: Should the Commission require a PUE/WUE studies as a pre-construction**
14 **requirement?**

15 A: No, not at this time. In order to utilize these scores, the Company and the Customers would
16 need to know what score would be deemed acceptable and then understand the expected
17 result if the score is not met. Would we deny service to customers based on these metrics?
18 Also, the PUE/WUE scores are data center focused metrics, and I don’t see that it would
19 be relevant for advance manufacturing or other non-data center application.

¹⁶ <https://about.fb.com/news/2025/08/metasp-kansas-city-data-center/#:~:text=As%20with%20all%20our%20data.energy%20projects%20to%20the%20grid>

¹⁷ Id.

1 **Q: On pages 10-14, OPC recommends the Commission require Evergy to study**
2 **harmonic distortion. What is your response to this issue?**

3 A: I am not an electrical engineer but understand from our internal teams that harmonics is
4 part of a range of topics we refer to as power quality issues. Specific to large load
5 customers, the Company requires all interconnections to our transmission system to meet
6 certain requirements and have memorialized these requirements in our Transmission
7 Interconnection Standard.¹⁸ This standard addresses the wide range of steps that must be
8 met by customers, including harmonics. Specific to harmonics, our Interconnection
9 Standard follows IEEE Standard 519.

10 **Q: Should the Commission require a harmonic-specific studies as a pre-construction**
11 **requirement?**

12 A: No, not at this time. The Company asserts its Interconnection Standards, and its general
13 oversight of power quality are appropriate to address this concern. Further, examination of
14 the Bloomberg claims quoted by Dr. Marke reveal there are alternate views that should
15 cause the Commission to be cautious about taking any unusual steps. The Uptime Institute,
16 an “*advisory organization focused on improving the performance, efficiency, and*
17 *reliability of business-critical infrastructure through innovation, collaboration, and*
18 *independent performance certifications.*”¹⁹ considers the claims of the Bloomberg report
19 and offers additional evidence on why data centers are unlikely to be the central cause of

¹⁸ <https://www.evergy.com/-/media/media/evergy-web/footer/partner-with-us/new-construction-transmission-facility-connection.pdf?la=en>

¹⁹ <https://uptimeinstitute.com/about-ui>

1 these effects.²⁰ This aligns with our experience that when operating a shared electric
2 system, power quality issues can be complex and cumulative.

3 **IV. Response To Ameren**

4 **Q: Are there particular differences between Evergy’s and Ameren’s approach toward**
5 **large load customers?**

6 A: Yes. There are certain aspects of Ameren’s tariffs that raise significant concerns for all
7 customers and the impact on Missouri’s economic development. These include but are not
8 limited to: exit fees, minimum bill, absence of a grid charge, and lack of specific
9 mechanisms for recovering acceleration costs.

10 **Q: Regarding the Acceleration Component of Evergy’s System Support Rider, Ameren**
11 **states on page 5 of Mr. Wills Rebuttal that it is the “elephant in the room” with respect**
12 **to servicing large load customers. How does Evergy respond?**

13 A: Ameren recognizes that “[i]t’s important to consider the impact of these incremental costs
14 that will necessarily be advanced in order to accelerate the generation needed to integrate
15 these loads onto the system reliably.” S. Wills (Ameren) Direct at 15-16, ET-2025-0189.
16 Yet, despite Ameren’s acknowledgement of the importance of addressing acceleration
17 costs, Ameren’s own tariff proposal does not account for these costs, particularly from a
18 rate design perspective. Ameren claims that it does not require an equivalent mechanism
19 to the SSR, and but justifies its claim by stating this claim only that such mechanism “is
20 not necessary under Ameren Missouri specific facts and circumstances.” Id. at 10.
21 However, Ameren provides no further explanation as to the fundamental difference in its
22 facts and circumstances sufficient to justify such a claim when compared to Evergy.

²⁰ [https://journal.uptimeinstitute.com/are-data-centers-to-blame-for-power-quality-issues/#:~:text=Motors%2C%20variable%20frequency%20drives%20\(VFDs,from%20the%20grid%20by%20UPS](https://journal.uptimeinstitute.com/are-data-centers-to-blame-for-power-quality-issues/#:~:text=Motors%2C%20variable%20frequency%20drives%20(VFDs,from%20the%20grid%20by%20UPS)

1 Ameren’s tariffs do not account for when a large load customer’s incremental costs exceeds
2 its revenues. See A. Arora (Ameren) Rebuttal at 10.

3 **Q: Contrary to Ameren, is Evergy able to integrate its new large load customers through**
4 **existing regulatory resource planning and rate case?**

5 A: No. See A. Arora (Ameren) Rebuttal at 11; S. Wills (Ameren) Rebuttal at 13. Ameren’s
6 testimony portrays that it is able to fold prospective large load customers neatly into its
7 next general rate case, while relying on post-hoc IRP updates and Commission approval of
8 individual electric service agreements (“ESA”). This is not practical for Evergy’s
9 circumstances. Evergy cannot wait until its next rate case or rely on existing regulatory
10 resource-planning construct as the Company is actively meeting with large load customers
11 to integrate them into Evergy’s system as soon as possible. See B. Lutz Direct at 8; K.
12 Gunn Direct at 12-13. If the Company waits, it will cause a chilling effect to Missouri’s
13 economic development opportunity.

14 **Q: Was it the legislature’s intent to rely on a utility’s existing regulatory cadence when**
15 **enacting Senate Bill 4?**

16 A: No. The Missouri legislature provided express authority for utilities to file “out-of-cycle”
17 economic-development tariffs because it recognized that large, transformative loads may
18 materialize outside general rate cases. See Senate Bill 4. The legislative intent behind
19 Senate Bill 4 is to accelerate utility action to spur economic development and ensure
20 Missouri remains competitive with other states. If Evergy were to wait for its general rate
21 case, it would contravene the statute’s core purpose and frustrate legislative intent, while
22 foregoing Missouri’s economic development opportunity.

1 **Q: Is reliance on existing regulatory cadence and resource planning in accordance with**
2 **Section 393.130.7?**

3 A: No. Simply relying on existing regulatory construct could risk non-compliance with
4 Section 393.130.7, as large load customers' rates would not adequately reflect their
5 representative share of incremental costs. For example, if the Company were to wait until
6 its next rate case, there would be increased risk of cross-subsidizing of the large load
7 customers' incremental costs to non-LLPS customers, particularly accelerated generation
8 resource investment.

9 **Q: What issues arise from Ameren's proposal to mandate Commission approval for**
10 **every large load Energy Service Agreement?**

11 A: Ameren's proposal is inconsistent with the concept of a tariffed offering, which typically
12 should provide standard rates to customers, provide greater regulatory certainty, and avoid
13 the need for ad hoc reviews of agreements and lengthy regulatory proceedings. See A.
14 Arora (Ameren) Rebuttal at 10-11; S. Wills (Ameren) Rebuttal at 13. Such proceedings
15 would not only strain Commission resources but the uncertainty regarding the service
16 agreement could also deter potential customers from coming to Missouri, thus hindering
17 economic development, contrary to Senate Bill 4. Ameren is effectively asking the
18 Commission to approve an incomplete tariff proposal sufficient to protect all customers
19 while also creating more robust regulatory processes, contrary to Mo. Rev. Stat. Section
20 393.130.7.

1 **Q: Does Evergy agree with Ameren that the utilities may have different non-large load**
2 **tariffs as there are differences between the utilities’ characteristics and large load**
3 **customers?**

4 A: Yes. See A. Arora (Ameren) Rebuttal at 3-4, 9. Evergy recognizes that there are material
5 differences within Missouri. Ameren and Evergy are part of different regional transmission
6 organizations (“RTO”)²¹ and have uniquely different rate bases, histories, and business
7 models. So, Evergy agrees that utilities may have different approaches for its large load
8 tariff schedules, pursuant to Section 393.130.7. However, those approaches must
9 reasonably ensure consistency to promote economic competitiveness among utilities in
10 Missouri regarding large loads, as well as to avoid unintended consequences because of
11 regulatory uncertainty.

12 **Q: What does Evergy mean by “consistency” among the utilities?**

13 A: Ameren misconstrues Evergy’s conception of “consistency.” See A. Arora (Ameren)
14 Rebuttal at 8-9. Evergy conceptualizes the idea of consistency as one that is necessary to
15 promote Missouri as a competitive, but fair and regulatory stable, energy market. Without
16 such market, Missouri’s regulatory construct could create confusion for prospective large
17 load customers, potentially deterring investment from the state by causing customers to
18 locate its facilities in more predictable regulatory environments.

19 As such, consistency does not mean identical tariff terms, conditions, riders, or
20 alike, but rather a harmonized regulatory framework within Missouri to promote
21 uniformity toward core objectives, such as cost causation, fairness, and economic

²¹ Ameren is part of the Midcontinent Independent System Operator (“MISO”) RTO. Evergy is in the SPP RTO.

1 development. Id. See also A. Arora (Ameren) Rebuttal at 14-15; S. Wills (Ameren)
2 Rebuttal at 3-4.

3 **Q: Please elaborate on the unintended consequences that may occur because of a lack of**
4 **consistency.**

5 A: If utilities adopt significantly different frameworks to develop schedules pursuant to
6 Section 393.130.7, this may create uncertainty for large load customers. This lack of
7 predictability can be a major deterrent, as these customers often compare multiple states
8 and regions based on clear, reliable, and transparent cost structures. See K. Gunn Direct
9 at 9; A. Arora (Ameren) Rebuttal at 14-15; S. Wills (Ameren) Rebuttal at 4. Unintended
10 consequences of inconsistent or ad hoc tariff development could include missed
11 opportunities for economic growth, stranded infrastructure investments, or even rate
12 impacts on existing customers if new loads do not materialize as expected.

13 Inconsistent approaches could also lead to perceptions of unfairness or favoritism,
14 where some customers or regions receive more favorable terms than others. This could
15 result in intra-state competition, undermining the collective bargaining power of Missouri
16 utilities and the state's ability to present a unified front to attract large investments.

17 **V. Conclusion**

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

19 A: Evergy's proposed LLPS Rate Plan and riders are essential to attract large load customers
20 to Missouri. The LLPS Rate Plan offers transparent, cost-based rates that protect existing
21 customers while enabling significant economic development, job creation, and increased
22 tax revenues from large load customers. In contrast, the Staff's alternative would create
23 regulatory barriers and uncertainty, discouraging investment and hindering Missouri's

1 ability to compete for transformative projects. Every respectfully requests that the
2 Commission approve the LLPS Rate Plan and associated riders.

3 **Q: Does that conclude your testimony?**

4 A: Yes, it does.

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

In the Matter of the Application of Evergy)
Kansas Metro, Inc., Evergy Kansas South, Inc.,)
Evergy Kansas Central, Inc. for Approval of) Docket No. 25-EKME-315-TAR
Large Load Power Service Rate Plan and)
Associated tariffs)

**JOINT MOTION FOR APPROVAL OF UNANIMOUS SETTLEMENT AGREEMENT
AND AMENDMENT OF THE PROCEDURAL SCHEDULE**

The Staff of the State Corporation Commission of the State of Kansas (“Staff” and “Commission,” respectively); Evergy Metro, Inc. d/b/a/ Evergy Kansas Metro (“Evergy Kansas Metro”), Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. (together as “Evergy Kansas Central”) (collectively referred to herein as “Evergy”); the Citizens’ Utility Ratepayers Board (“CURB”); the Data Center Coalition (“DCC”); the Sierra Club; the National Resources Defense Council (“NRDC”); Google LLC (“Google”); Unified School District No. 259, Sedgwick County, Kansas (“USD 259”); the Kansas Industrial Consumers Group (“KIC”); Occidental Chemical Corporation (“Occidental”); Lawrence Paper Company (“LPC”); Spirit AeroSystems, Inc. (“Spirit”); Associated Purchasing Services (“APS”); Unified School District #233, Olathe Schools District (“USD 233”); The Goodyear Tire & Rubber Company (“Goodyear”); Unified School District No. 232, Johnson County, Kansas (“USD 232”); Blue Valley School District USD 229 (“USD 229”); and Shawnee Mission School District USD 512 (“USD 512”) (collectively, the “Joint Movants,”)¹ respectfully move the Commission for an Order approving the Unanimous, Comprehensive Settlement Agreement (“Settlement Agreement”) provided as Attachment 1 hereto, and incorporated

¹While Panasonic Energy Corporation of North America (“Panasonic”) and Unified School District No. 259, Sedgwick County, Kansas (“USD 259”) do not join the Settlement Agreement, they are not opposed to the Settlement Agreement.

herein by reference. The Joint Movants also move the Commission for an order amending the current procedural schedule in this proceeding as described herein.

In support of this Motion, Joint Movants state:

1. On February 11, 2025, Evergy filed an application requesting expedited approval of its Large Load Power Service (“LLPS”) Rate Plan, all accompanying new and modified tariffs, as well as any additional or conforming tariff changes needed to implement the LLPS Rate Plan.²

2. On May 6, 2025, the Commission issued an *Order Setting Procedural Schedule* setting forth a procedural schedule that included, *inter alia*, dates for settlement discussions, submission of testimony by the parties, and hearings (if necessary).³

3. Beginning in mid-June, the parties to this proceeding commenced formal settlement negotiations. Since then, the parties have engaged in numerous rounds of constructive and good faith negotiations, with the goal of reaching a comprehensive and unanimous settlement.

4. On July 3, 2025, Evergy filed a *Notice of Ongoing Settlement Negotiations* indicating that the parties to this proceeding were engaged in settlement negotiations but had not yet reached settlement and did not anticipate reaching such agreement by the July 3, 2025, deadline in the procedural schedule.

5. On August 5, 2025, Staff filed a motion for modification of the procedural schedule. On August 12, 2025, the Commission issued an *Order Granting Unopposed Motion for Modification of the Procedural Schedule* which revised the procedural schedule consistent with Staff’s motion.⁴

² Evergy’s Application for Approval of Large Load Service Rate Plan and Associated Tariffs (Feb. 11, 2025).

³ Order Setting Procedural Schedule (May 6, 2025).

⁴ Order Granting Unopposed Motion for Modification of the Procedural Schedule (Aug. 12, 2025).

6. As a result of the parties' extensive negotiations, the parties have reached a comprehensive, unanimous settlement. The Settlement Agreement is included as Attachment 1 to this Motion.

7. As a whole, the Settlement Agreement is the product of many hours of thoughtful negotiation between a diverse array of parties, and is carefully calibrated to reflect the give-and-take of those discussions. Among others, the comprehensive Settlement Agreement is supported by multiple consumer interests (Staff, CURB, KIC), large customer interests (DCC, Google), the utility, and conservation interests (Sierra Club and the NRDC). As the Joint Movants will elaborate in more detail through settlement testimony (proposed to be filed on September 3, 2025), the Joint Movants unanimously agree that the Settlement Agreement is reasonable and in the public interest. For these reasons, the Joint Movants respectfully request that the Commission approve the Settlement Agreement in full, and without modification.

8. To facilitate these steps, the Joint Movants respectfully request amendment to the procedural schedule as follows:

TABLE 1

Action	Date
Testimony in Support or Opposition of the Settlement	Wednesday, September 5, 2025
Prehearing Conference	Wednesday, October 1, 2025
Settlement Hearing	Wednesday, October 8 @ 9:00 A.M.

9. The Joint Movants would request that the order be issued within thirty (30) days after the conclusion of the hearing.

WHEREFORE, Joint Movants respectfully request the Commission issue an order granting this Motion, thereby approving the attached Settlement Agreement in full and amending the procedural

schedule consistent with Table 1 above, and for any such further relief the Commission deems just and reasonable.

August 18, 2025

Respectfully submitted,



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STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

VERIFICATION

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



Cathryn J. Dinges

Subscribed and sworn to before me this 18th day of August, 2025.



Notary Public

My Appointment Expires:

May 30, 2026



CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been emailed, this 18th day of August 2025, to all parties of record as listed below:

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Cathy Dinges

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

In the Matter of the Application of Evergy)
Kansas Metro, Inc., Evergy Kansas South, Inc.,)
Evergy Kansas Central, Inc. for Approval of) Docket No. 25-EKME-315-TAR
Large Load Power Service Rate Plan and)
Associated tariffs)

UNANIMOUS, COMPREHENSIVE SETTLEMENT AGREEMENT

As a result of discussion among all the parties to this docket, Staff of the State Corporation Commission of the State of Kansas (“Staff” and “Commission,” respectively); Evergy Metro, Inc. d/b/a/ Evergy Kansas Metro (“Evergy Kansas Metro” or “EKM”), Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. (together as “Evergy Kansas Central” or “EKC”) (collectively referred to herein as “Evergy” or the “Company”); the Citizens’ Utility Ratepayers Board (“CURB”); the Data Center Coalition (“DCC”); the Sierra Club; the National Resources Defense Council (“NRDC”); Google LLC (“Google”); the Kansas Industrial Consumers Group (“KIC”); Occidental Chemical Corporation (“Occidental”); Lawrence Paper Company (“LPC”); Spirit AeroSystems, Inc. (“Spirit”); Associated Purchasing Services (“APS”); Unified School District #233, Olathe Schools District (“USD 233”); The Goodyear Tire & Rubber Company (“Goodyear”); Unified School District No. 232, Johnson County, Kansas (“USD 232”); Blue Valley School District USD 229 (“USD 229”); and Shawnee Mission School District USD 512 (“USD 512”); all such parties referred to collectively herein as “Parties” or “Signatories”, hereby submit to the Commission for its consideration and approval the following Unanimous, Comprehensive Settlement Agreement (“Settlement Agreement”).¹

I. EVERGY’S APPLICATION

¹ Panasonic Energy Corporation of North America (“Panasonic”) and Unified School District No. 259, Sedgwick County, Kansas (“USD 259”) do not join the Settlement Agreement but are not opposed to the Settlement Agreement.

1. On February 11, 2025, Evergy filed an application requesting expedited approval of its Large Load Power Service (“LLPS”) Rate Plan, all accompanying new and modified tariffs, as well as any additional or conforming tariff changes needed to implement the LLPS Rate Plan.²

2. On May 6, 2025, the Commission issued an *Order Setting Procedural Schedule* setting forth a procedural schedule that included, *inter alia*, dates for settlement discussions, submission of testimony by the parties, and hearings (if necessary).³

3. Beginning in mid-June, the Parties commenced formal settlement negotiations. Since then, the Parties have engaged in numerous rounds of constructive and good faith negotiations, with the goal of reaching a comprehensive and unanimous settlement.

4. As a result of the Parties’ extensive negotiations, the Parties reached a comprehensive, unanimous settlement in principle. The terms of that Settlement Agreement are below.

II. TERMS OF SETTLEMENT AGREEMENT

A. Overall Proposal

5. The Signatories support the Company’s proposed LLPS Rate Plan, including creation of a new, tariffed rate offering, Schedule LLPS, which will set forth the tariffed terms and conditions for offering service to large load customers as of the effective date of the pertinent tariffs going into effect.

6. The Signatories agree that the LLPS Rate Plan should be approved, with a finding of being reasonable and in the public interest, as set forth in Evergy’s application to the Commission and the contemporaneously-filed Direct Testimony of Darrin Ives, Jeff Martin, and Bradley Lutz, as modified by the terms and conditions of this Settlement Agreement. The Company will provide updated tariff sheets consistent with this Settlement Agreement in its supportive testimony.

² Evergy’s Application for Approval of Large Load Service Rate Plan and Associated Tariffs (Feb. 11, 2025).

³ Order Setting Procedural Schedule (May 6, 2025).

B. Schedule LLPS

7. The Signatories agree that Schedule LLPS should be approved as set forth in the material provisions summarized below:

8. **Applicability:** Service under this schedule is required for (i) any new facility beginning service after the effective date of Schedule LLPS with a peak load forecast reasonably expected to be equal to or in excess of a monthly maximum demand of seventy-five megawatts (75 MW) at any time during the Term; or (ii) any existing customers, who as of the effective date of Schedule LLPS, have a monthly maximum demand that is reasonably expected to expand by seventy-five megawatts (75 MW). Customers locating in the state as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced manufacturing, aerospace, distribution, logistics, and transportation, food and agriculture; or professional and technical services have the option to choose to receive service under this schedule or, upon reaching an agreement with Evergy, to enter into a special contract with Evergy for the provision of electric service that is approved by the Commission under its applicable standards.

9. **Service Voltage & Metering:** Schedule LLPS customers shall receive service at either substation or transmission voltage levels. Where a Schedule LLPS customer receives transmission level voltage the customer will own, lease, or otherwise bear financial responsibility for construction and operation of the distribution substation. A premise (also referred to herein as a facility) served under Schedule LLPS shall generally mean a single point of interconnection, though the Company and customer may use multiple meters if determined appropriate. The Company maintains full discretion to evaluate whether multiple meters or premises may or may not be aggregated for purposes of Schedule LLPS eligibility, and in its sole reasonable discretion may require multiple meters or premises to be considered an aggregate load that shall take service under Schedule LLPS.

10. For customer facilities taking service under the Schedule LLPS Tariff due to expansion, the Company may install metering equipment necessary to measure the incremental load subject to the Schedule LLPS Tariff. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub-metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load in excess of the monthly baseline, if any, will be subject to the provisions of the Schedule LLPS Tariff and LLPS Service Agreement.

11. **Service Agreement Requirement:** Customers receiving service under Schedule LLPS are required to enter in a written service agreement (the "LLPS Service Agreement") that specifies certain provisions of their electric service, including Contract Capacity. Riders applicable to customer's service will be specified in an exhibit attached to the LLPS Service Agreement, which may be periodically amended subject to the mutual agreement of the Company and customer to reflect customer's participation in Company-offered programs.

12. **Service Term:** Schedule LLPS customers shall take service for a minimum term that includes up to five (5) years of an optional transitional load ramp period plus twelve (12) years (the "Term"). The Term shall commence on the date permanent service begins, or as set forth in the LLPS Service Agreement. During the transitional load ramp period, the customer's maximum load may be lower than seventy-five megawatts (75 MW). Specific details of the customer's Load Ramp may be addressed in the LLPS Service Agreement. Unless otherwise mutually agreed in the LLPS Service Agreement, the LLPS Service Agreement will automatically extend for periods of five years ("Extension Term") at the end of the Term or any Extension Term, unless either party to the LLPS Service Agreement provides at least thirty-six (36) months' written notice to the other party prior to the end of the Term or any Extension Term of its intent not to renew the LLPS Service Agreement. A

customer providing notice of non-extension will remain subject to the Exit Fee and Early Termination Fee based upon the remainder of the Term or Extension Term to the extent applicable under the customer's LLPS Service Agreement. Service shall remain in effect throughout the Term and any Extension Term unless cancelled, modified, or terminated in writing and pursuant to the terms of Schedule LLPS or the LLPS Service Agreement, or the customer changes to another applicable Company rate schedule pursuant to the terms of Schedule LLPS.

13. **Contract Capacity:** The LLPS Service Agreement will include a Contract Capacity schedule specifying the customer's forecasted annual steady-state peak load requirement for each year of the Term. The Contract Capacity schedule will specify the peak load requirement during the Load Ramp, if any. Unless otherwise agreed by the parties, the Contract Capacity during any Extension Term shall be the same as the steady-state Contract Capacity for the last year of the Term.

14. **Permissible Capacity Reduction:** A customer taking service under Schedule LLPS may request to reduce the Contract Capacity during the Term or any Extension Term, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by up to twenty-five megawatts (25 MW) or ten (10) percent of the Contract Capacity (whichever figure is lower on a MW basis) ("Permissible Capacity Reduction"), in total, without charge for such reduction. To do so, the customer must provide the Company with written notice prior to the beginning of the year for which the reduction is sought. For Permissible Capacity Reductions of twenty-five megawatts (25 MW) or less, the customer must provide at least twenty-four (24)-months' prior notice. In addition, the customer may request to reduce its Contract Capacity beyond the Permissible Capacity Reduction, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by giving the Company at least thirty-six (36) months' written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a Capacity Reduction Fee. The Capacity Reduction Fee shall be calculated as the difference between (a) the nominal value of the

remaining Minimum Monthly Bill using the Contract Capacity specified in the customer's LLPS Service Agreement, minus the Permissible Capacity Reduction, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater, and (b) the nominal value of the remaining Minimum Monthly Bill following the reduction in capacity, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater. The Company will use reasonable efforts to mitigate the Capacity Reduction Fee amount owed by the customer. The Company shall invoice the customer no earlier than ninety (90) days prior to the date the customer has indicated the capacity reduction will occur for any unmitigated amounts of the Capacity Reduction Fee based on the calculation described above. The customer shall pay the Capacity Reduction Fee within thirty (30) days of the date it receives an invoice from the Company for the fee. To the extent the customer seeks to reduce its Contract Capacity on less notice, and the Company can reasonably reassign Contract Capacity, the Company in its sole reasonable discretion may agree to a variance from these provisions. Any notice to reduce capacity is irrevocable once given by the customer unless the Company in its sole reasonable discretion determines that it can accommodate a revocation of such notice. Any capacity reduction is permanent for the Term and any Extension Term, and any request by the customer to reinstate such capacity will be subject to following the Path to Power framework and requirements.

15. ***Termination of LLPS Service Agreement or Change in Schedule:*** In order to terminate or change rate schedules before the end of the Term or any Extension Term, the customer must provide written notice thirty-six (36) months prior to the requested date of termination or schedule change. In such circumstance, the customer will be subject to an exit fee equal to the nominal value of the Minimum Monthly Bill times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater (the "Exit Fee"). An additional fee shall apply if the customer seeks to terminate with less than thirty-six (36)-months' notice (the "Early Termination

Fee”). In such case, the Early Termination Fee shall be equal to the Exit Fee plus two (2) times the nominal value of the Minimum Monthly Bill times the number months less than the thirty-six (36)-months’ notice required for termination. The Company will use reasonable efforts to mitigate the Exit Fee amount owed by the customer. The Company shall invoice the customer no earlier than ninety (90) days prior to the date the customer has indicated the termination will occur for any unmitigated costs of the Exit Fee and Early Termination Fee based on the calculation described above. The Exit Fee and Early Termination Fee (if applicable) shall be due in full within thirty (30) days of the date it receives an invoice from the Company for such fees. If the customer seeks to change to another rate schedule for which it qualifies, such change requires prior approval from the Company, in its sole reasonable discretion. In the event that the Company approves customer’s change to another rate schedule, the Company, in its sole reasonable discretion, may waive the thirty-six (36) months’ notice requirement, the Exit Fee, and the Early Termination Fee (if applicable) if the Company reasonably determines that such costs are fully covered by the customer under the new rate schedule and not borne by other customers.

16. ***Applicable Rates and Charges:*** Customers taking service under Schedule LLPS will subject to additional rates and charges as set forth in the Company’s tariff, including but not limited to the Retail Energy Cost Adjustment (“RECA”), the Energy Efficiency Rider (“EER”), the Property Tax Surcharge (“PTS”), the Tax Adjustment (“TA”), the Transmission Delivery Charge (“TDC”), and the Cost Stabilization Rider (“CSR”).

17. ***Initial Pricing:*** The Signatories agree that Schedule LLPS initial monthly pricing shall be consistent with the pricing specified in Exhibit A to this Settlement Agreement. As new Schedule LLPS customers are added to the EKC system, EKC will adjust the factors approved in Docket No. 25-EKCE-294-RTS (or subsequent base rate case) to be used for the TDC to include the new Schedule LLPS customers for TDC purposes and EKC will adjust the factors approved in Docket No. 25-EKCE-

294-RTS (or subsequent base rate case) to be used for the new Construction Work In Progress (“CWIP”) rider to include the new Schedule LLPS customer for CWIP rider purposes. As new Schedule LLPS customers are added to the EKM system, EKM will adjust the factors approved in its most recent general rate case to be used for the TDC to include the new Schedule LLPS customers for TDC purposes. If, in the future, EKM obtains Commission approval for a CWIP rider, as new Schedule LLPS customers are added to the EKM system, EKM will adjust the factors approved and in effect to be used for the CWIP rider to include the new Schedule LLPS customers for CWIP rider purposes. The pricing in Exhibit A shall remain in effect until the next Commission-approved rate case. Exhibit A has been updated to reflect the rates agreed to pursuant to the settlement agreement filed on July 15, 2025, in Docket No. 25-EKCE-294-RTS. To the extent the Commission does not approve the settlement agreement as filed in that proceeding, the Company will update Exhibit A to reflect the final Commission decision in that proceeding.

- i. The Signatories agree that the Company will compare Schedule LLPS customer base rate kilowatt-based revenue collections under the rates in Exhibit A to this Agreement during the period utilized for evaluation for Class Cost of Service (“CCOS”) Study proposed in the next general rate proceeding to base rate kilowatt-based revenue collections that would have occurred for the same customers under Schedule ILP/LGS and the difference in revenues will be identified and reallocated to non-Schedule LLPS customer classes for CCOS study purposes only in determining sufficiency of class recovery of costs of service.
- ii. The Signatories agree that the comparison of Schedule LLPS customer base rate kilowatt-based revenue collections to base rate kilowatt-based revenue collections that would have occurred for the same customers under Schedule ILP/LPS described in i. above shall remain in place as contemplated by the Signatories to this Agreement until the first general rate in which there is at least one, seventy-five megawatt (75 MW) or greater Schedule LLPS

customer reflected in the test year and captured in the CCOS study determinants. At such time, iii. below represents the agreement of the Signatories.

- iii. The Signatories agree that the Initial Pricing terms set forth herein and initial prices set forth in Exhibit A to this Settlement Agreement are for the purposes of settlement of this proceeding only as modified by ii. above. No party shall be restricted in any way with respect to positions it wishes to advance on a going-forward basis in the first general rate case in which there is at least one, seventy-five megawatt (75 MW) or greater Schedule LLPS customer reflected in the test year and captured in the CCOS study determinants regarding cost allocation, rate design, or class cost of service methodologies except that Evergy agrees that, as part of its filing in the rate case, it will evaluate the costs and impacts of any Schedule LLPS customers added to the system and propose a cost allocation and rate design proposal designed to ensure the alignment of costs and cost causation. Evergy's proposal will be designed to reasonably ensure such Schedule LLPS customers' rates will reflect the customers' representative share of the costs incurred to serve the customers and prevent other customer classes' rates from reflecting any unjust or unreasonable costs arising from service to such Schedule LLPS customers.

18. ***Interim Capacity Adjustment:*** If the Company determines that the customer's load cannot be served by the Company's existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the customer until sufficient system capacity may be supplied by the Company. The customer and the Company must mutually agree on the terms for the interim capacity procured by the Company pursuant to an Interim Capacity Agreement. The customer shall be subject to an additional demand charge (the "Interim Capacity Adjustment") calculated according to the terms of the Interim Capacity Agreement, with customer responsible for the full costs thereof and the terms of the Interim Capacity Agreement.

19. **Minimum Monthly Bill:** Customers taking service under Schedule LLPS shall be subject to a Minimum Monthly Bill that includes and is the sum of each of the following charges:
- i. Demand Charge (with minimum monthly demand set at 80 percent of the Contract Capacity (“Minimum Demand”));
 - ii. Customer Charge (metering, billing, customer support);
 - iii. Grid Charge (substation and transmission-related costs) (for purposes of the Grid Charge Grid Demand shall be the higher of: (a) the Monthly Maximum Demand occurring in the last twelve (12) months including the then-current month or (b) the Minimum Demand);
 - iv. Reactive Demand Adjustment (where the Company may determine the customer’s monthly maximum fifteen (15)-minute reactive demand in kilovars. The maximum reactive demand shall be computed similarly to the Monthly Maximum Demand, as set forth in Schedule LLPS);
 - v. Charges Associated with the TDC (with minimum monthly demand set at the Minimum Demand);
 - vi. Other Demand-Based Riders approved by the Commission in the future (such as the CWIP Rider, with minimum monthly demand set at the Minimum Demand); and
 - vii. The Cost Stabilization Rider, with minimum monthly demand set at the Minimum Demand.
20. **Cost Stabilization Rider:** Schedule LLPS customers eligible to receive service under the Company’s Economic Development Rider will be subject to the CSR, a new adjustment clause designed to ensure recovery of costs incurred to serve Schedule LLPS customers. The CSR shall be calculated based on comparing the Schedule LLPS customer’s estimated base rate revenue and estimated final bill revenue prior to applying Schedule CCR, Schedule DRLR, or Schedule CER. Estimated base rate revenue shall be the revenue produced by all applicable base rate and non-LLPS riders and the estimated final bill revenue shall be the base rate revenue plus any applicable rate

discounts, such as an approved economic development rate. Should the Schedule LLPS customer's estimated revenue fall below the customer's estimated rate revenue, an amount, expressed in a dollar per kW (\$/kW) charge, will be added to the customer billing through this charge. The CSR shall be customer-specific and memorialized in the LLPS Service Agreement. This comparison shall be completed annually.

21. The CSR shall not be subject to any related Economic Development Rider discount. Making the CSR non-bypassable ensures that Schedule LLPS customers are substantially covering the cost to serve them in their tariffed rates or any other voluntary riders in which the Schedule LLPS customer enrolls.

22. **Optional Riders:** A customer under Schedule LLPS shall be subject to the following optional, new riders where applicable:

- i. **Customer Capacity Rider ("CCR"):** Enables the Company to credit customers for using their supply of generation capacity as Southwest Power Pool-accredited capacity for use by the Company to serve the customer's load. For purposes of the CCR, the customer's capacity may be owned or contracted by the customer, a subsidiary of the customer, or an affiliate of the customer, and shall be transferred to the Company *via* a bilateral contractual agreement. The Company may alternatively accept replacement accredited capacity provided by the customer from another resource subject to mutual agreement between the parties. Any agreed to replacement accredited capacity will be subject to the same material terms and conditions as the original capacity source.
- ii. **Demand Response Generation Rider ("DRLR"):** Enables large customers enrolled in Schedule LLPS to participate in a new interruptible demand response program in which participants can designate some amount of load as interruptible (*i.e.* curtailable) and provide

the Company with the right to curtail participant load during peak and constrained grid condition periods to improve system reliability, address resource adequacy, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to available generation or market energy purchases in the wholesale market. The Company may, in its discretion, request that a participating customer curtail for any of these operational or economic reasons. The Company will provide advance notice but will require participants to have a curtailment plan and demonstrate their ability to curtail load. Customers will have two timing options they can choose from and, whether they elect one or both, they agree to make their load available for DRLR curtailments during that time. Participating customers will be compensated through a credit based on their enrolled timing option.

23. ***Customer Creditworthiness:*** (1) The Schedule LLPS customer, or (2) the entity who owns the facility where the customer takes service and assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, or (3) an entity who otherwise assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, must be reasonably creditworthy as determined in Evergy's sole reasonable discretion. As such, Evergy retains discretion to evaluate the creditworthiness and credit support of the entity who assumes all contractual obligations under Schedule LLPS and the LLPS Service Agreement, and to require reasonable assurances if necessary to address customer creditworthiness.

24. ***Collateral/Security Requirements:*** The Company will require Schedule LLPS customers to provide collateral in an amount equal to two (2) years of Minimum Monthly Bills, as calculated by the Company (the "Collateral Requirement").

25. A customer together with a guarantor, which can include its ultimate parent, corporate affiliate, a tenant, or any other entity with a financial interest in the customer ("Guarantor") that

guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement (i) has a credit rating of at least A- from Standard & Poor's ("S&P") and A3 from Moody's, (ii) and if rated A- or A3 has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the collateral requirement as of the end of applicable quarter (and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "60% Eligibility Requirements") will be exempt from sixty (60) percent of the Collateral Requirement, with the sixty (60) percent discount not to exceed \$175 million.

26. A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB+ credit rating from S&P and Baa1 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "50% Eligibility Requirements") will be exempt from fifty (50) percent of the Collateral Requirement, with the fifty (50) percent discount not to exceed \$150 million.

27. A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule

LLPS and the LLPS Service Agreement) (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "40% Eligibility Requirements") will be exempt from forty (40) percent of the Collateral Requirement, with the forty (40) percent discount not to exceed \$125 million.

28. A customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) either (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, and has not been placed on credit watch by either such rating agency if either the customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, or (ii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "25% Eligibility Requirements") will be exempt from twenty-five (25) percent of the Collateral Requirement, with the twenty-five (25) percent discount not to exceed \$75 million.

29. The 60% Eligibility Requirements, the 50% Eligibility Requirements, the 40% Eligibility Requirements, and the 25% Eligibility Requirements are collectively referred to as the “Discount Eligibility Requirements.”

30. The Collateral Requirement must be provided at the time of executing the LLPS Service Agreement.

31. Any collateral provided to satisfy the Collateral Requirement shall not accrue interest while held by the Company.

32. The Company will, in its sole reasonable discretion, after the customer has achieved their peak load and has been operating above one hundred megawatts (100 MWs) for at least five (5) years, consider reducing the Schedule LLPS customer’s collateral obligation over the course of its contract period, on a schedule generally corresponding to the reduction of risk to the Company and its customers.

33. The amount of the Collateral Requirement under the foregoing calculation will be recomputed quarterly based upon the customer’s rolling twenty-four (24)-month load forecast as of the first date of the next quarter, and the customer shall provide the recomputed amount if greater than the current amount held. A customer must notify the Company within ten (10) business days if it no longer meets the applicable Discount Eligibility Requirements, including if the customer has been placed on credit watch, if applicable to such eligibility.

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

- i. A guarantee from the customer’s Guarantor for the applicable Collateral Requirement, so long as the Guarantor meets the applicable Discount Eligibility Requirement, provided that the dollar amount of the Collateral Requirement that may be provided under the guarantee is subject to credit review by the Company. The guarantee must be in a format acceptable to and approved by the Company, and must include (i) if the Guarantor’s creditworthiness is

considered for determining the Discount Eligibility Requirements, a commitment from the Guarantor to pay the Collateral Requirement if the customer fails to make such payments (without a dollar limit), and (ii) a provision that automatically increases the dollar amount of collateral covered by the guarantee if either the customer or Guarantor no longer satisfies the applicable Discount Eligibility Requirement; or,

- ii. A standby irrevocable Letter of Credit (“Letter of Credit”) for the applicable Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Schedule LLPS customer or its Guarantor, with a credit rating of at least A- from S&P and A3 from Moody’s and a minimum of \$2 billion in assets. Such security must be issued for a minimum term of three hundred sixty (360) days. The customer must cause the renewal or extension of the security for additional consecutive terms of three hundred sixty (360) days or more no later than thirty (30) days prior to each expiration date of the security. If the customer no longer satisfies the applicable Discount Eligibility Requirement, it must increase the amount covered by the Letter of Credit within ten (10) days. If the security is not renewed, extended, or increased as required herein, the Company will have the right to draw immediately upon the Letter of Credit and/or demand cash collateral in the amount of the required increase and be entitled to hold the amounts so drawn or received as security until the customer has either (i) come back into compliance with the requirements for use of a Letter of Credit or, (ii) if required by the Company, has provided an alternative form of collateral consistent with Schedule LLPS. The Letter of Credit must be in a format acceptable to and approved by the Company; or,
- iii. A cash deposit for the applicable Collateral Requirement.

35. In case of an uncured breach by the customer of the LLPS Service Agreement, an uncured breach of the Guarantor under the parent guaranty, or any notice of termination or refusal to

continue the Letter of Credit by the issuing bank, the Company may draw on the applicable collateral, as further set forth in the LLPS Service Agreement.

36. If, at any time after Customer's initial delivery of the collateral the customer fails to comply with the Collateral Requirement, the Company may thereafter pursue any and all rights and remedies at law or in equity, and may take any other action consistent with the LLPS Service Agreement, Schedule LLPS, and the Company's General Rules and Regulations, including but not limited to suspension or curtailment of service.

37. To the extent the Company draws on a cash deposit provided by a customer, the Company draws funds from a Letter of Credit or Guarantee, or the Company receives a cash Exit Fee, the Company will defer the amount received minus any amount used to pay for services rendered, together with the Company's weighted average cost of capital, as a regulatory liability to be addressed in the next general ratemaking proceeding.

38. At any time during the first five (5)-year period immediately subsequent to the execution date of the LLPS Service Agreement, each dollar of the required collateral amount, up to \$40 million, shall be reduced by twenty-five (25) percent if such collateral is provided in the form of cash collateral. For example, cash collateral in the amount of \$30 million, shall be deemed to meet a collateral obligation of \$40 million. At any time, cash collateral can be withdrawn, and a different form of collateral can replace cash collateral, upon ninety (90) days prior written notice, but the substituted form of collateral shall be provided without the twenty-five (25) percent reduction discussed above in this paragraph. Any cash collateral held will be considered as an offset to the amount of CWIP subject to the CWIP Rider.

39. **Annual Reports:** The Company will file an annual compliance report with the Commission specifying: (i) the number of new or expanded customers that have enrolled in Schedule LLPS, (ii) the total estimated load enrolled under Schedule LLPS, (iii) the sector that the customer is

in, and (iv) the estimated number of new or retained jobs associated with each new or expanded customer (to the extent available and subject to customer confidentiality concerns). Energy usage information will be provided on a confidential and anonymized basis. The Company commits to meeting with Staff and CURB at least annually, and on a highly confidential basis, to provide updates on Schedule LLPS with the content to be mutually agreed to by Staff, CURB, and the Company.

C. New Renewable/Carbon Free Attribute Procurement Riders Within the LLPS Rate Plan

40. The Signatories agree that in conjunction with approval of Schedule LLPS, the Commission should also approve and find reasonable and in the public interest four new clean and renewable energy riders. These include:

41. ***Clean Energy Choice Rider (CER)***: Will enable customers under Schedule LLPS to support the procurement of clean energy resources and/or replacement of identified existing resources in lieu of or in addition to the Company's Preferred Resource Plan. This shall include distributed energy resources such as demand-side management, energy efficiency, and battery storage. Under this program, the Company and the requesting customer will execute an agreement that determines cost recovery from the customer for the selected resources and any appropriate credit including consideration of any related Renewable Energy Credits ("RECs") to the customer's bill. In considering supply-side resources, the Company will not place any limitations on the size of the resource considered or brought forward by a customer. For example, solar resources of 10-20 MW may be considered. Any alternative resources or combination of resources that would be procured pursuant to this rider and result in a material change to the Company's Preferred Resource Plan, would be submitted to the Commission for review through a predetermination filing. The agreement executed between Company and the requesting customer would be submitted for Commission approval as part of any such predetermination filing. Schedule CER participants will be subject to separately

negotiated terms and conditions, including collateral requirements, based upon the specific agreement negotiated by the Company and the requesting customer.

42. ***Renewable Energy Program Rider (RENEW)***: Will enable customers in KS Metro to access historical RECs at a fixed price adjusted annually, consistent with the RENEW program already in place for KS Central customers. The Company agrees to purchase energy from renewable sources or purchase RECs in an amount equal to the level of service purchased by Renewable Energy Program participants.

43. ***Green Solution Connections Program (GSR)***: Will provide non-residential customers with an average monthly peak demand greater than 200 kW with the opportunity to subscribe to future renewable energy attributes associated with new Company-owned wind or solar generation acquired through the Integrated Resource Planning (“IRP”) process that are not needed to meet renewable compliance targets or requirements.

44. ***Alternative Energy Credit Rider (AEC)***: Will provide large customers with the ability to include emission-free nuclear energy from Company-owned or sourced resources into their clean energy portfolio to support the customer’s sustainability and decarbonization goals.

D. Other Tariff Modifications Necessary to Implement the LLPS Rate Plan

45. The Signatories agree that certain modifications to existing tariffs, riders, and company rules and regulations are needed in order to support the LLPS Rate Plan. The Signatories agree that the Commission should approve and find reasonable and in the public interest modifications to the following tariffs as detailed in the Direct Testimony of Mr. Bradley Lutz, except for changes to Section 2 of the Company’s General Rules and Regulations which shall be modified as described below. In summary, these changes are as follows:

46. ***Schedule LPS (Large Power Service)***: Signatories agree to the addition of language that customers with monthly demand reasonably expected to reach or exceed seventy-five megawatts

(75 MW) not be allowed to continue receiving service under Schedule LPS and will be required to receive service under Schedule LLPS.

47. **Schedule ECA (Energy Cost Adjustment):** Signatories agree to the addition of language to the Energy Cost Adjustment to explain how costs associated with the Interim Capacity Agreement under Schedule LLPS and costs associated with capacity purchased under Schedule CCR impact the cost adjustment, and the addition of language that the revenue received from the Renewable Energy Program Rider, Green Solutions Connections Rider and Alternative Energy Credit Rider shall be credited as an offset to purchased power.

48. **Schedule ILP (Industrial & Large Power):** Signatories agree to the addition of language that customers with monthly demand reasonably expected to exceed seventy-five megawatts (75 MW) will be required to receive service under Schedule LLPS.

49. **Schedule RECA (Retail Energy Cost Adjustment):** Signatories agree to the addition of language to the Retail Energy Cost Adjustment tariff to explain how costs associated with the Interim Capacity Agreement under Schedule LLPS and costs associated with capacity purchased under Schedule CCR impact the cost adjustment, and the addition of language that the revenue received from the Green Solutions Connections Rider and Alternative Energy Credit Rider shall be credited as an offset to purchased power.

50. **Rules and Regulations:** Signatories agree to the addition of language to Section 8 of the Company's General Rules and Regulations that for extensions of transmission or substation facilities, any customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs will not include any resulting network upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. In the event SPP modifies cost allocation methodologies for network upgrade costs related to large load interconnections, nothing herein prevents the parties from proposing modifications to how Evergy

allocates such costs among its retail customers. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any applicable service agreements as required by the applicable rate schedule as a condition for any construction to commence.

51. The Signatories agree to the addition of language to Section 2 of the Company's General Rules and Regulations reflecting the framework of the Company's Path to Power load interconnection process. Specifically, the Signatories agree to the addition of the following language to Section 2 of the Company's General Rules and Regulations:

i. "Service to Loads Greater than 25 MW:

A. Customers, or prospective Customers seeking service for loads expected to be greater than 25 MW shall be subject to an initial evaluation and study by the Company prior to receiving service. Such Customers shall notify the Company, in advance, concerning the expected load, project location, and project schedule. The Company will respond with an initial evaluation detailing its conditions of service.

B. Customers choosing to move forward and seek service for a project shall complete and comply with terms set forth in a Letter of Agreement and submit a refundable deposit of \$200,000 that will be used to offset costs associated with project planning. Should costs exceed this deposit an additional refundable deposit of \$200,000 shall be required. Additional refundable deposits will be required such that the Customer pays all project planning costs associated with their project. Initial deposit funds not used during planning shall be refunded to the customer without interest. These Customers shall be placed in a queue based on the date on which they provided the required information and deposit. Service related to projects the Company designates as serving the community interest may

be given priority in the queue and may not be required to submit a deposit. “Community Interest Projects” are those that are part of a competitive search in which the Company is competing against at least one other location for the project, the Customer reasonably demonstrates that the project will employ at least 250 permanent, full-time employees, and an accredited state or regional economic development organization certifies that the absence of a deposit and expedited timing are critical to the state winning the project. The Company shall have sole reasonable discretion on the deposit applicability and managing projects in the queue.

C. The Company will work on advanced study and scoping for up to four projects at a time. Customers with projects being studied shall be notified of the study results and plans to receive service. Once an Initial Projects Agreement is complete, the Company will send necessary details to the Southwest Power Pool for its review. Completed plans shall be valid for six months.

D. Customers choosing to receive service according to these plans shall complete the required agreements to facilitate construction and all required Service Agreements to receive service. The Schedule LLPS tariff and associated LLPS Service Agreement contain additional requirements for qualifying projects that must be met to receive service. Customers failing to complete these agreements within the timeframe allowed may be returned to the queue.

E. Additional details regarding the queue process and submission shall be posted to and updated from time to time on the Company’s website.”

E. Miscellaneous Provisions

52. This Settlement Agreement represents a negotiated settlement that fully resolves all of the issues in this docket among the Signatories. The Signatories represent that the terms of this

Settlement Agreement constitute a fair and reasonable resolution of the issues addressed herein. Except as specified herein, the Signatories shall not be prejudiced, bound by, or in any way be affected by the terms of this Settlement Agreement: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; or, (c) in this proceeding should the Commission decide not to approve this Settlement Agreement in the instant proceeding. If the Commission accepts this Settlement Agreement in its entirety and incorporates the same into a final order without material modification, the Signatories shall be bound by its terms and the Commission's Order incorporating its terms as to all issues addressed herein and in accordance with the terms thereof, and will not appeal the Commission's order on these issues.

53. Furthermore, this Settlement Agreement does not constitute agreement, by any Signatory, that any principle or methodology contained within or used to reach this Settlement Agreement may be applied to any situation other than the above-captioned proceeding, except as expressly set forth herein. No binding precedential effect or other significance, except as may be necessary to enforce this Settlement Agreement or a Commission order concerning the Settlement Agreement, shall attach to any principle or methodology contained in or used to reach this Settlement Agreement, except as expressly set forth herein

54. Nothing in this Settlement Agreement is intended to impinge or restrict, in any manner, the exercise by the Commission of any statutory right, including the right of access to information, and any statutory obligation.

55. The Signatories will jointly request the Commission issue an Order approving this Settlement Agreement.

56. This Settlement Agreement shall not become effective until the Commission issues a final Order addressing the Settlement Agreement. The provisions of this Settlement Agreement have resulted from the negotiations among the Signatories and are interdependent. In the event that the

Commission modifies this Settlement Agreement in a manner unacceptable to any Signatory, a Signatory has the duration of any applicable period for reconsideration of the final Order to provide notice to the other Signatories of its objection to the Settlement Agreement as modified and may void this Settlement Agreement. Upon such objection and voiding of the Settlement Agreement, the Signatories will no longer be bound by its terms and will not be deemed to have waived any of their respective procedural or due process rights under Kansas law. If a Signatory objects to the Settlement Agreement as modified, it may withdraw from the Settlement Agreement. In the event that any Signatory opts to void the Settlement Agreement pursuant to its terms, the Settlement Agreement shall be considered privileged and not admissible in evidence or made a part of the record in any other proceeding.

IN WITNESS THEREOF, the Signatories have executed and approved this Settlement Agreement, effective as of the 18th day of August, 2025, by subscribing their signatures below.

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By: /s/ Carly Masenthin

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Attorney for Sierra Club

EXHIBIT A**Schedule LLPS Initial Monthly Pricing**

Schedule LLPS Initial Monthly Pricing - Settlement				
Charges	Kansas Central		Kansas Metro	
	Summer	Winter	Summer	Winter
Customer	\$ 386.67	\$ 386.67	\$ 751.02	\$ 751.02
Grid (\$/kW) (Substation Voltage)	\$ 0.248	\$ 0.248	\$ 0.200	\$ 0.200
Grid (\$/kW) (Transmission Voltage)	\$ 0.156	\$ 0.156	\$ 0.126	\$ 0.126
Demand (\$/kW)	\$ 22.985	\$ 20.817	\$ 21.174	\$ 19.174
Energy (\$/kWh)	\$ 0.00872	\$ 0.00872	\$ 0.01000	\$ 0.01000

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

In the Matter of the Application of)
Every Kansas Metro, Inc., Every)
Kansas South, Inc., and Every) **Docket No. 25-EKME-315-TAR**
Kansas Central, Inc. for Approval of)
Large Load Service Rate Plan and)
Associated Tariffs.)
_____)

Settlement Testimony of

Michael P. Gorman

On behalf of

Kansas Industrial Consumers (“KIC”)

September 5, 2025



Project 11816

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

**In the Matter of the Application of)
Evergy Kansas Metro, Inc., Evergy)
Kansas South, Inc., and Evergy) Docket No. 25-EKME-315-TAR
Kansas Central, Inc. for Approval of)
Large Load Service Rate Plan and)
Associated Tariffs.)**

Settlement Testimony of Michael P. Gorman

1 **Q PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A Michael P. Gorman. My business address is 16690 Swingley Ridge Road, Suite 140,
3 Chesterfield, MO 63017.

4 **Q WHAT IS YOUR OCCUPATION?**

5 A I am a consultant in the field of public utility regulation and a Managing Principal with
6 the firm of Brubaker & Associates, Inc. (“BAI”), energy, economic and regulatory
7 consultants.

8 **Q PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND
9 EXPERIENCE.**

10 A This information is included in Appendix A to my Settlement Testimony.

1 Q **HAVE YOU BEEN INVOLVED WITH PRIOR PROCEEDINGS BEFORE THE**
2 **STATE CORPORATION COMMISSION OF THE STATE OF KANSAS**
3 **(“COMMISSION”)?**

4 A Yes. I have been involved in prior proceedings before this Commission and have
5 presented testimony in some of those proceedings.

6 Q **ON WHOSE BEHALF ARE YOU APPEARING IN THIS PROCEEDING?**

7 A I am testifying on behalf of the Kansas Industrial Consumers (“KIC”).

8 Q **WHAT IS THE PURPOSE OF YOUR SETTLEMENT TESTIMONY IN THIS**
9 **PROCEEDING?**

10 A The purpose of my Settlement Testimony is describing my support for the Unanimous
11 Comprehensive Settlement Agreement (“CSA”) in the creation of a new tariff for
12 Evergy Central and Evergy Metro, for a rate that applies to Large Load Power Service
13 (“LLPS”) – Schedule LLPS.

14 Q **PLEASE SUMMARIZE YOUR RECOMMENDATIONS AND CONCLUSIONS**
15 **ON THE CSA.**

16 A I recommend the Commission approve the CSA.

1 **Q WHY SHOULD THE COMMISSION APPROVE THE CSA?**

2 A The CSA represents negotiated settlement of the tariff rate terms and prices for LLPS
3 customers, that it is designed along with Service Agreement (“SA”), that it provides
4 Everbgy reasonable assurance of fully recovering its cost to provide service to a LLPS
5 customer, and do so without creating negative impacts on remaining Evergy customers.
6 The effect of the SA is to provide fair and equitable treatment to all customers served
7 by Evergy, including a new very large customer served under Schedule LLPS.

8 **Q PLEASE DESCRIBE THE SA OUTLINE OF THE LLPS RATE.**

9 A As outlined in Attachment 1 to the application, Schedule LLPS includes the following
10 provisions:

11 • The rate applies to new customers with a monthly maximum demand
12 of 75MW. This rate also applies to existing customers with load
13 growth of at least 75MW.

14 • Schedule LLPS provides service for large customers served at
15 substation or transmission level delivery voltages. The Rate
16 specifies that the distribution interconnection for the large customers
17 will be based on either customer owned distribution facilities or
18 distribution facilities leased from Evergy. The contract
19 acknowledges that the LLPS customers will bear financial
20 responsibility for the construction and operation cost of the
21 distribution interconnection costs.

22 • Schedule LLPS SA features:

23 • A service term that consists of minimum term up to five years for
24 a transitional load for the facility as it consumes electric power
25 while developing its facility up until the point the customer
26 becomes fully operational. After full operation, the SA contract
27 term includes a minimum term of 12 years, again from the start of
28 permanent service based on full operation. The SA term would
29 automatically extend for five years at the conclusion of the initial
30 term unless one of the parties provides written notice 36 months
31 prior to the end of the existing term.

- 1 • The Schedule LLPS SA includes a contract capacity which must
2 be adequate to serve the Company’s steady state peak load of its
3 facility. ESA includes permissible capacity reductions any time
4 after the initial five years of the SA term up to 25MW, or 10% of
5 the contract capacity.
- 6 • SA includes a termination provision where the customer can
7 request 36 months prior to date of requested early termination of
8 the SA term. Under early termination, the customer will be
9 obligated to pay exit fees equal to the nominal value of a minimal
10 monthly bill for each of the remaining months of the current
11 contract term - either the original term, or remaining period of a
12 term extension.
- 13 • Schedule LLPS also includes applicable rates for Evergy Central
14 and Evergy Metro based on the results of the most recent rate case.
15 These rates will be adjusted in each subsequent rate case filing
16 before the Commission.
- 17 • LLPS customer will also be subject to several Riders including:
18 Retail Cost Adjustment (“RECA”), an Efficiency Rider (“EER”),
19 Property Tax Surcharge (“PTS”), Tax Adjustment (“TA”), and the
20 Transmission Delivery Charge (“TDC”).
- 21 • The agreement also includes an interim capacity adjustment if the
22 Company determines it does not currently have the resources
23 available to serve the load under the LLPS SA contract. In which
24 case, the Company can enter market contract supply procurement
25 to provide service to the LLPS customer until the Company has
26 sufficient resources to supply the new customer.
- 27 • SA also includes a minimum bill, set at 80% of the contract
28 capacity, customer charge, GRID charge, reactive demand charge,
29 TDC charge, other demand-based rider charges, and the Cost
30 Stabilization Rider (“COS Rider”).
- 31 • SA specifies Reactive demand adjustments based on KVAR
32 measurements for the load.
- 33 • Schedule LLPS also includes the application of COS Rider and
34 various optional riders including Customer Capacity Rider (CCR),
35 and a Demand Response Generation Rider (DRLR). These riders
36 allow for economic adjustment to supply and demand in meeting
37 the LLPS customers’ contract demands and loads.

1 • The SA also specifies customer credit metric and credit
2 collateral/security enhancements, including cash deposits, for
3 customers that do not meet the SA specified financial
4 creditworthiness requirements.

5 **Q DO YOU BELIEVE THE LLPS RATE WILL ALLOW EVERGY TO RECOVER**
6 **ITS COST OF PROVIDING SERVICE TO CUSTOMERS WHO TAKE**
7 **SERVICE UNDER THIS RATE?**

8 A Yes. This rate will be revisited in each rate case to ensure that the rate charged will
9 provide full recovery of Evergy's cost to provide service to the LLPS customer under
10 this rate and provides reasonable financial assurance that Evergy will recover its cost of
11 service from the LLPS customer.

12 **Q WILL OTHER CUSTOMERS BE HARMED IF THE COMMISSION**
13 **APPROVES RATE LLPS?**

14 A No. This rate is designed to fully recover Evergy's cost of serving the LLPS customer,
15 it provides SA termination financial protection to Evergy and its other customers if the
16 LLPS customer leaves the system, it provides credit enhancement obligations that
17 enhance Evergy's assurance that it will fully recover its service charges from the LLPS
18 customer. While protecting Evergy and its existing customers, the SA also ensures that
19 LLPS customers are treated fairly and receive reliable and high-quality electric service
20 priced at Evergy's cost of service, and mitigate early termination risk and default risk
21 by requiring credit enhancement based on reasonable credit standing assurances. Other
22 customers will not be harmed by approval of Schedule LLPS as developed in this
23 stipulation.

1 Q DOES THIS CONCLUDE YOUR SETTLEMENT TESTIMONY?

2 A Yes, it does.

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Qualifications of Michael P. Gorman

1 **Q PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A Michael P. Gorman. My business address is 16690 Swingley Ridge Road, Suite 140,
3 Chesterfield, MO 63017.

4 **Q PLEASE STATE YOUR OCCUPATION.**

5 A I am a consultant in the field of public utility regulation and a Managing Principal with
6 the firm of Brubaker & Associates, Inc. (“BAI”), energy, economic and regulatory
7 consultants.

8 **Q PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND WORK
9 EXPERIENCE.**

10 A In 1983 I received a Bachelor of Science Degree in Electrical Engineering from
11 Southern Illinois University, and in 1986, I received a Master’s Degree in Business
12 Administration with a concentration in Finance from the University of Illinois at
13 Springfield. I have also completed several graduate level economics courses.

14 In August of 1983, I accepted an analyst position with the Illinois Commerce
15 Commission (“ICC”). In this position, I performed a variety of analyses for both formal
16 and informal investigations before the ICC, including marginal cost of energy, central
17 dispatch, avoided cost of energy, annual system production costs, and working capital.
18 In October of 1986, I was promoted to the position of Senior Analyst. In this position,
19 I assumed the additional responsibilities of technical leader on projects, and my areas

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1 of responsibility were expanded to include utility financial modeling and financial
2 analyses.

3 In 1987, I was promoted to Director of the Financial Analysis Department. In
4 this position, I was responsible for all financial analyses conducted by the Staff. Among
5 other things, I conducted analyses and sponsored testimony before the ICC on rate of
6 return, financial integrity, financial modeling and related issues. I also supervised the
7 development of all Staff analyses and testimony on these same issues. In addition, I
8 supervised the Staff's review and recommendations to the Commission concerning
9 utility plans to issue debt and equity securities.

10 In August of 1989, I accepted a position with Merrill-Lynch as a financial
11 consultant. After receiving all required securities licenses, I worked with individual
12 investors and small businesses in evaluating and selecting investments suitable to their
13 requirements.

14 In September of 1990, I accepted a position with Drazen-Brubaker & Associates,
15 Inc. ("DBA"). In April 1995, the firm of Brubaker & Associates, Inc. was formed. It
16 includes most of the former DBA principals and Staff. Since 1990, I have performed
17 various analyses and sponsored testimony on cost of capital, cost/benefits of utility
18 mergers and acquisitions, utility reorganizations, level of operating expenses and rate
19 base, cost of service studies, and analyses relating to industrial jobs and economic
20 development. I also participated in a study used to revise the financial policy for the
21 municipal utility in Kansas City, Kansas.

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1 At BAI, I also have extensive experience working with large energy users to
2 distribute and critically evaluate responses to requests for proposals (“RFPs”) for
3 electric, steam, and gas energy supply from competitive energy suppliers. These
4 analyses include the evaluation of gas supply and delivery charges, cogeneration and/or
5 combined cycle unit feasibility studies, and the evaluation of third-party asset/supply
6 management agreements. I have participated in rate cases on rate design and class cost
7 of service for electric, natural gas, water and wastewater utilities. I have also analyzed
8 commodity pricing indices and forward pricing methods for third party supply
9 agreements and have also conducted regional electric market price forecasts.

10 In addition to our main office in St. Louis, the firm also has branch offices in
11 Corpus Christi, Texas; Louisville, Kentucky and Phoenix, Arizona.

12 **Q HAVE YOU EVER TESTIFIED BEFORE A REGULATORY BODY?**

13 A Yes. I have sponsored testimony on cost of capital, revenue requirements, cost of
14 service and other issues before the Federal Energy Regulatory Commission and
15 numerous state regulatory commissions including: Alaska, Arkansas, Arizona,
16 California, Colorado, Delaware, the District of Columbia, Florida, Georgia, Idaho,
17 Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts,
18 Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New
19 Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma,
20 Oregon, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia,
21 Washington, West Virginia, Wisconsin, Wyoming, and before the provincial regulatory

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1 boards in Alberta, Nova Scotia, and Quebec, Canada. I have also sponsored testimony
2 before the Board of Public Utilities in Kansas City, Kansas; presented rate setting
3 position reports to the regulatory board of the municipal utility in Austin, Texas, and
4 Salt River Project, Arizona, on behalf of industrial customers; and negotiated rate
5 disputes for industrial customers of the Municipal Electric Authority of Georgia in the
6 LaGrange, Georgia district.

7 **Q PLEASE DESCRIBE ANY PROFESSIONAL REGISTRATIONS OR**
8 **ORGANIZATIONS TO WHICH YOU BELONG.**

9 A I earned the designation of Chartered Financial Analyst (“CFA”) from the CFA
10 Institute. The CFA charter was awarded after successfully completing three
11 examinations which covered the subject areas of financial accounting, economics, fixed
12 income and equity valuation and professional and ethical conduct. I am a member of
13 the CFA Institute’s Financial Analyst Society.

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BRUBAKER & ASSOCIATES, INC.

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of September 2025, the above and foregoing was electronically filed with the Kansas Corporation Commission and that one copy was delivered electronically to all parties on the service list and to USD 259 by U.S. Mail as follows:

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

In the Matter of the Application of Evergy Kansas)
Metro, Inc., Evergy Kansas South, Inc., and) Docket No. 25-EKME-315-TAR
Evergy Kansas Central, Inc. for Approval of)
Large Load Power Service Rate Plan and)
Associated Tariffs.)

SETTLEMENT TESTIMONY OF KEVIN C. HIGGINS

ON BEHALF OF THE

DATA CENTER COALITION

September 5, 2025

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1 **I. INTRODUCTION**

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

3 A. My name is Kevin C. Higgins. My business address is 111 East Broadway, Suite 1200,
4 Salt Lake City, Utah, 84111.

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

6 A. I am a Principal in the firm of Energy Strategies, LLC. Energy Strategies is a private
7 consulting firm specializing in economic and policy analysis applicable to energy
8 production, transportation, and consumption.

9 **Q. On whose behalf are you testifying in this proceeding?**

10 A. My testimony is being sponsored by the Data Center Coalition (“DCC”).

11 **Q. Please describe your professional experience and qualifications.**

12 A. My academic background is in economics, and I have completed all coursework and field
13 examinations toward a Ph.D. in Economics at the University of Utah. In addition, I have
14 served on the adjunct faculties of both the University of Utah and Westminster College,
15 where I taught undergraduate and graduate courses in economics from 1981 to 1995. I
16 joined Energy Strategies in 1995, where I assist private and public sector clients in the
17 areas of energy-related economic and policy analysis, including evaluation of electric and
18 gas utility rate matters.

19 Prior to joining Energy Strategies, I held policy positions in state and local
20 government. From 1983 to 1990, I was an economist, then assistant director, for the Utah
21 Energy Office, where I helped develop and implement state energy policy. From 1991 to
22 1994, I was chief of staff to the chairman of the Salt Lake County Commission, where I

1 was responsible for development and implementation of a broad spectrum of public policy
2 at the local government level.

3 **Q. Have you ever testified before the Kansas Corporation Commission**
4 **(“Commission”)?**

5 A. Yes. I testified in Docket No. 18-WSEE-328-RTS, the 2018 general rate case of Westar
6 Energy (“Westar”), which was a predecessor to the Evergy Kansas companies; Westar’s
7 2015 general rate case, Docket No. 15-WSEE-115-RTS; Westar’s 2013 general rate
8 proceeding, Docket No. 13-WSEE-629-RTS; Westar’s 2011 general rate proceeding,
9 Docket No. 12-WSEE-112-RTS; Westar’s 2009 abbreviated rate proceeding, Docket No.
10 09-WSEE-925-RTS; Westar’s 2008 general rate proceeding, Docket No. 08-WSEE-1041-
11 RTS; and Westar’s 2005 general rate proceeding, Docket No. 05-WSEE-981-RTS. I also
12 testified in Westar’s rate consolidation filing, Docket No. 09-WSEE-641-GIE.

13 **Q. Have you testified before utility regulatory commissions in other states?**

14 A. Yes. I have testified in approximately 310 proceedings on the subjects of utility rates and
15 regulatory policy before state utility regulators in Alaska, Arizona, Arkansas, Colorado,
16 Florida, Georgia, Idaho, Indiana, Illinois, Kansas, Kentucky, Michigan, Minnesota,
17 Montana, Nevada, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon,
18 Pennsylvania, South Carolina, Texas, Utah, Virginia, Washington, West Virginia, and
19 Wyoming. I have also filed affidavits in proceedings at the Federal Energy Regulatory
20 Commission.

1 **II. OVERVIEW AND CONCLUSIONS**

2 **Q. What is the purpose of your testimony in this proceeding?**

3 A. My testimony supports the Unanimous, Comprehensive Settlement Agreement
4 (“Settlement Agreement”) among the Staff of the State Corporation Commission of the
5 State of Kansas (“Staff”), Evergy Metro, Inc. d/b/a/ Evergy Kansas Metro (“Evergy
6 Kansas Metro”), Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. (together as
7 “Evergy Kansas Central”) (collectively “Evergy”); the Citizens’ Utility Ratepayers Board;
8 DCC; the Sierra Club; the National Resources Defense Council; Google LLC; the Kansas
9 Industrial Consumers Group; Occidental Chemical Corporation; Lawrence Paper
10 Company; Spirit AeroSystems, Inc.; Associated Purchasing Services; Unified School
11 District #233, Olathe Schools District; The Goodyear Tire & Rubber Company; Unified
12 School District No.232, Johnson County, Kansas; Blue Valley School District USD 229;
13 and Shawnee Mission School District USD 512 (collectively, the “Joint Movants”).¹

14 **Q. What is your recommendation to the Commission regarding the Settlement**
15 **Agreement?**

16 A. I recommend that the Commission approve the Settlement Agreement in its entirety. I
17 believe the Settlement Agreement results in just and reasonable rates and furthers the
18 public interest.

¹ See Kansas Corporation Commission (“KCC”) Docket No. 25-EKME-315-TAR, *Joint Motion for Approval of Unanimous Settlement Agreement and Amendment to the Procedural Schedule*, Attachment 1: Unanimous Comprehensive Settlement Agreement (Aug. 18, 2025). Unified School District No. 259, Sedgwick County, Kansas and Panasonic Energy Corporation of North America do not oppose the Settlement Agreement.

1 **III. BACKGROUND ON THE DATA CENTER COALITION**

2 **Q. Please describe DCC.**

3 A. DCC is the national membership association for the data center industry, representing
4 leading data center owners and operators who maintain data center infrastructure across
5 the country and globe. DCC supports the data center community through public policy
6 advocacy, thought leadership, stakeholder outreach, and community engagement. DCC
7 also advocates for a highly skilled and diverse technology workforce, greater access to
8 clean energy, and a competitive business environment to support the growth and success
9 of this essential business sector. DCC has 38 members, including prospective customers
10 of Evergy and companies with business interests in Evergy’s service territories.

11 **Q. What are data centers?**

12 A. Data centers are facilities that house computing machines and related hardware. They
13 provide the essential digital infrastructure that supports the applications, platforms and
14 services people rely on every day.

15 In 2022, the U.S. digital economy accounted for \$2.6 trillion of value added (10%
16 of U.S. GDP), \$1.3 trillion of compensation, and 8.9 million jobs. From 2017 to 2022, this
17 segment of the economy grew at an annual rate of 7.1%, more than triple the rate of the
18 rest of the economy.² Data centers are a critical component of the digital economy and an
19 enabler of its growth and benefits.

20 **Q. What is DCC’s interest in this proceeding?**

21 A. In this proceeding, Evergy proposed the Large Load Power Service (“LLPS”) rate plan
22 that will likely impact data center customers. The proposed tariff includes terms and

² See Bureau of Economic Analysis, “U.S. Digital Economy: New and Revised Estimates 2017-2022” (Dec. 2023). Available at: [SCB, U.S. Digital Economy: New and Revised Estimates, 2017–2022, December 2023](#).

1 conditions that substantially depart from the Company’s existing large customer rate
2 schedules (Schedules ILP/LPS). DCC’s members rely on reliable and affordable electric
3 service and consequently have a substantial interest in ensuring service on just and
4 reasonable terms to support their businesses over the short- and long-term.

5 **IV. OVERVIEW OF THE SETTLEMENT AGREEMENT**

6 **Q. Please provide a brief overview of the Settlement Agreement.**

7 A. The Settlement Agreement provides for the establishment of a new rate schedule,
8 Schedule LLPS, which will be required for: (i) any new facility with a peak load forecast
9 reasonably expected to be 75 MW or greater; or (ii) any existing customers, who as of the
10 effective date of Schedule LLPS, have a monthly maximum demand that is reasonably
11 expected to expand by 75MW.³

12 LLPS customers will be required to take service at substation or transmission-level
13 voltage and to commit to a minimum contract term of 12 years; in addition, the customer
14 may add an optional load ramp period of up to five years. Notably, LLPS customers will
15 be subject to a minimum billing demand of 80% of contract capacity applicable to the
16 Demand Charge, Transmission Delivery Charge, other demand-based riders, and the
17 Reactive Demand Adjustment. In addition, LLPS customers will be subject to a Customer
18 Charge and a Grid Charge, the latter of which will recover substation and transmission-
19 related costs and will be set at the higher of the monthly maximum demand occurring in
20 the last twelve months or the minimum billing demand. Moreover, LLPS customers

³ The Settlement Agreement also provides that customers locating in Kansas as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced manufacturing, aerospace, distribution, logistics, and transportation, food and agriculture; or professional and technical services have the option to choose to receive service under Schedule LLPS or, upon reaching an agreement with Evergy, to enter into a special contract with Evergy for the provision of electric service that is approved by the Commission under its applicable standards.

1 eligible for Evergy's Economic Development Rider would be subject to a Cost
2 Stabilization Rider, which would have the effect of offsetting, through additional charges,
3 any economic development discounts that the LLPS customer might receive.

4 The Settlement Agreement also includes provisions governing how an LLPS
5 customer can reduce its contract capacity. At a high level, these provisions allow for a
6 reduction of contract capacity without penalty of 10% or 25 MW, whichever is less, after
7 five years, with prescribed notice. In addition, an LLPS customer can request a reduction
8 greater than this amount, with prescribed notice, subject to a capacity reduction fee based
9 on the remaining minimum demand obligations. Importantly, Evergy commits to use
10 reasonable efforts to mitigate the capacity reduction fee owed by the LLPS customer. Such
11 mitigation can occur if Evergy is able to re-assign the reduced capacity to another party.

12 LLPS customers will also be subject to enhanced collateral requirements as
13 specified in the Settlement Agreement.

14 **Q. What happens if Evergy draws on a cash deposit or Letter of Credit or Guarantee,
15 or otherwise receives a cash exit fee from an LLPS customer?**

16 A. The Settlement Agreement provides that Evergy will defer the amount received minus any
17 amount used to pay for services rendered, together with the Company's weighted average
18 cost of capital, as a regulatory liability to be addressed in the next general ratemaking
19 proceeding.

20 **Q. Does the Settlement Agreement establish rates for LLPS service?**

21 A. Yes. Exhibit A to the Settlement Agreement identifies the initial rates for LLPS service
22 for both the Kansas Central and Kansas Metro service territories.

1 In addition, the Settlement Agreement provides that in the next general rate case,
2 Energys will compare the kilowatt-based revenue collections under the rates in Exhibit A
3 to the base-rate kilowatt-based revenue collections that would have occurred for the same
4 customers under Schedules ILP/LGS. The difference in revenues will be identified and
5 reallocated to non-Schedule LLPS customer classes for class cost-of-service study
6 purposes in determining sufficiency of class recovery of costs of service. The Settlement
7 Agreement provides that this comparison would continue to be made until the first general
8 rate proceeding in which there is at least one 75 MW or greater LLPS customer reflected
9 in the test year and captured in the class cost-of-service study determinants.

10 After that threshold is reached, no party will be restricted as to the positions it
11 wishes to advance on a going-forward basis regarding cost allocation, rate design, or class
12 cost of service methodologies except that Energys agrees that, as part of its filing in the
13 rate case, it will evaluate the costs and impacts of any Schedule LLPS customers added to
14 the system and propose a cost allocation and rate design proposal designed to ensure the
15 alignment of costs and cost causation. Energys's proposal will be designed to reasonably
16 ensure that Schedule LLPS customers' rates will reflect the class's representative share of
17 the costs incurred to serve LLPS customers and prevent other customer classes' rates from
18 reflecting any unjust or unreasonable costs arising from service to LLPS customers.

19 **Q. Does the Settlement Agreement provide for the establishment of any new riders**
20 **besides the Cost Stabilization Rider?**

21 A. Yes. A customer under Schedule LLPS would be eligible for two new optional riders. The
22 Customer Capacity Rider ("CCR") enables Energys to credit a customer for using
23 customer-supplied generation capacity as Southwest Power Pool-accredited capacity for

1 use by Evergy to serve the customer’s load. The Demand Response Generation Rider
2 (“DRLR”) would enable large customers enrolled in Schedule LLPS to participate in a
3 new interruptible demand response program in which participants can designate some
4 amount of load as interruptible and provide Evergy with the right to curtail participant
5 load during peak and constrained grid condition periods. The program is intended to
6 improve system reliability, address resource adequacy, offset forecasted system peaks to
7 forestall future generation capacity additions, and/or provide a more economical option to
8 available generation or market energy purchases in the wholesale market.

9 **V. DCC SUPPORT FOR THE SETTLEMENT AGREEMENT**

10 **Q. What criteria does the Commission generally consider when reviewing unanimous**
11 **settlement agreements?**

12 A. It is my understanding that, generally, the Commission will accept a unanimous settlement
13 agreement if the following three criteria are met:⁴

- 14 1. The agreement is supported by substantial competent evidence in the record as
15 a whole;
- 16 2. The agreement will result in just and reasonable rates; and
- 17 3. The results of the agreement are in the public interest.

18 **Q. Is the Settlement Agreement supported by substantial competent evidence in the**
19 **record as a whole?**

20 A. I anticipate that will be the case, as the Joint Movants will be providing testimony in
21 support of the Settlement Agreement, which the Commission will evaluate in weighing
22 its decision. The Commission will have further opportunities to receive testimony and

⁴ See, e.g., KCC Docket No. 21-BHCG-418-RTS, *Order Approving Unanimous Settlement Agreement*, ¶¶ 17-18 (Dec. 30, 2021).

1 develop the record at the October 8, 2025 evidentiary hearing on the Settlement
2 Agreement.

3 **Q. Will the Settlement Agreement result in just and reasonable rates?**

4 A. Yes. In its Application, Evergy proposed specific initial base rates for Schedule LLPS
5 for both the Kansas Central and Kansas Metro service territories that were derived using
6 cost-of-service analysis presented in Evergy's filing.⁵ In my opinion, the initial base rates
7 proposed by Evergy were reasonable. However, Evergy's Application also proposed a
8 mandatory System Support Rider for LLPS customers, which would have included an
9 "acceleration charge" that was intended to represent the cost to non-LLPS customers of
10 accelerating the construction of a power plant from a later time, when it would otherwise
11 be constructed to serve normal load growth, to an earlier time period, in order to serve
12 assumed LLPS load growth. In my review of the Company's Application, I found the
13 acceleration component of the proposed System Support Rider to be highly problematic,
14 both conceptually and analytically.

15 In the spirit of compromise, the Settlement Agreement does *not* adopt the System
16 Support Rider nor its acceleration component feature.⁶ However, at the same time, the
17 Joint Movants have agreed to higher charges for Schedule LLPS than were initially
18 proposed by Evergy in its Application, even after adjusting for the stipulated rate increase
19 in the concurrent Kansas Central general rate case. In my view, the resulting LLPS rates
20 represent a reasonable compromise in the context of the entire Settlement Agreement

⁵ KCC Docket No. 25-EKME-315-TAR, *Direct Testimony of Bradley Lutz*, p. 27, Table 6 (Feb. 11, 2025).

⁶ A second feature of the proposed System Support Rider was the elimination of economic development discounts for LLPS customers. As I discussed above, this feature was incorporated into the Cost Stabilization Rider as proposed in the Settlement Agreement.

1 package. I note that the adoption of the Settlement Agreement would not increase base
2 rates for any other customer class.

3 **Q. Are the results of the Settlement Agreement in the public interest?**

4 A. Yes. In response to the potential substantial load growth driven by large customer demand,
5 it is reasonable for the Commission to adopt policies that protect against cost impacts that
6 can occur if Evergy makes investments to serve new load that does not fully materialize.
7 At the same time, it is important that the Commission not take actions that would depress
8 the growth of important industries by imposing unreasonable terms. The Settlement
9 Agreement balances these objectives in a manner that furthers the public interest.

10 **Q. Please elaborate.**

11 A. For applicable customers, Schedule LLPS requires long-term contracts with minimum
12 billing demands, in combination with capacity reduction terms that are backed by
13 collateral requirements. These core elements constitute a reasonable framework for
14 structuring the LLPS rate plan in a manner that protects non-LLPS customers from undue
15 cost impacts. Of course, the design of each of the individual elements is also important to
16 ensure that in protecting non-LLPS customers, the terms are also reasonable for the
17 customers that will take service under Schedule LLPS. Taken as a whole, I believe the
18 Schedule LLPS rates and terms, including the optional riders CCR and DRLR, meet this
19 standard.

20 **Q. Viewed in isolation, does each term in the stipulated Schedule LLPS align with your
21 preferred outcome?**

22 A. No. For example, viewed in isolation, I would have advocated for a lower minimum
23 billing demand than the 80% adopted in the Settlement Agreement. Also, as I stated

1 previously, I considered the initial LLPS base rates proposed by Evergy to be reasonable,
2 whereas the stipulated rates are higher. But of course, the Settlement Agreement is a
3 compromise among numerous parties across a broad spectrum. It must be viewed as a
4 package. As a package, I believe it is in the public interest, and therefore, I recommend
5 its adoption by the Commission.

6 **Q. Does this conclude your Settlement testimony?**

7 A. Yes, it does.

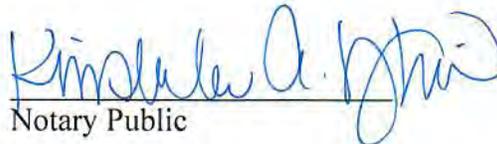
VERIFICATION

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

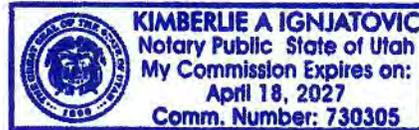
I, Kevin C. Higgins, of lawful age and being first duly sworn upon my oath, state that I am a Principal in the firm of Energy Strategies, LLC providing expert consultation to the Data Center Coalition; that I have read and am familiar with the foregoing document and attest that the statements therein are true and correct to the best of my knowledge, information, and belief under the penalties of perjury.


Kevin C. Higgins

SUBSCRIBED AND SWORN to before me on this 29 day of August, 2025.


Notary Public

My Commission expires: April 18, 2027



CERTIFICATE OF SERVICE
25-EKME-315-TAR

I hereby certify that a true and correct copy of the foregoing document was served upon all counsel of record listed below by email, this September 5, 2025.

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

**In the Matter of the Application of Evergy Kansas)
Metro, Inc., and Evergy Kansas South, Inc., and)
Evergy Kansas Central, Inc. for Approval of) Docket No. 25-EKME-315-TAR
Large Load Power Service Rate Plan and)
Associated Tariffs)**

**TESTIMONY IN SUPPORT OF
UNANIMOUS SETTLEMENT AGREEMENT**

PREPARED BY

JUSTIN GRADY

UTILITIES DIVISION

KANSAS CORPORATION COMMISSION

September 5, 2025

1 **Q. Please state your name and business address.**

2 A. My name is Justin T. Grady and my business address is 1500 Southwest Arrowhead Road,
3 Topeka, Kansas 66604.

4 **Q. By whom and in what capacity are you employed?**

5 A. I am employed by the Kansas Corporation Commission (KCC or Commission) as the
6 Director of Utilities.

7 **Q. Please summarize your educational and employment background.**

8 A. I earned a Master of Business Administration degree, with a concentration in General
9 Finance which includes emphases in Corporate Finance and Investment Management, from
10 the University of Kansas in December of 2009. I also hold a Bachelor of Business
11 Administration degree with majors in Finance and Economics from Washburn University.
12 I have been employed by the KCC in various positions of increasing responsibility within
13 the Utilities Division since 2002. I was a Section Head in the Utilities Division from May
14 of 2012 through May of 2025 and have been employed in my current capacity since June
15 2025.

16 While employed with the Commission, I have participated in and directed the
17 review of various tariff/surcharge filings and rate case proceedings involving electric,
18 natural gas distribution, water distribution, and telecommunications utilities. In my current
19 position, I have overall responsibility for the activities of the Commission's Utilities
20 Division. I currently serve as a voting member for the State of Kansas on the Cost
21 Allocation Working Group at the Southwest Power Pool. I also frequently provide
22 testimony and make presentations to the Kansas Legislature on public utility regulatory
23 matters.

1 **Q. Have you previously submitted testimony before this Commission?**

2 A. Yes. I have submitted written and oral testimony before this Commission on multiple
3 occasions regarding utility regulatory policy and ratemaking issues. This work includes
4 testimony filings in 81 dockets, including this one. A list of the other dockets that
5 encompass this experience is readily available upon request.

6 **Q. Please identify the purpose of your testimony.**

7 A. I am testifying on behalf of the Staff of the Kansas Corporation Commission (KCC or
8 Commission) in support of the settlement of the issues outlined in the Unanimous
9 Settlement Agreement (Settlement Agreement or Agreement) between Staff; Evergy
10 Kansas Central, Inc. and Evergy Kansas South, Inc. (collectively referred to as Evergy
11 Kansas Central or EKC) and Evergy Metro, Inc. (Evergy Kansas Metro or EKM) (together
12 with EKC referred to as Evergy); the Citizens' Utility Ratepayers Board (CURB); the Data
13 Center Coalition (DCC); the Sierra Club; the National Resources Defense Council
14 (NRDC); Google LLC (Google); the Kansas Industrial Consumers Group (KIC);
15 Occidental Chemical Corporation (Occidental); Lawrence Paper Company (LPC); Spirit
16 AeroSystems, Inc. (Spirit); Associated Purchasing Services (APS); Unified School District
17 #233, Olathe Schools District (USD 233); The Goodyear Tire & Rubber Company
18 (Goodyear); Unified School District No. 232, Johnson County, Kansas (USD 232); Blue
19 Valley School District USD 229 (USD 229); and Shawnee Mission School District USD
20 512 (USD 512) (collectively, the Signatories or the Parties).¹

21 My testimony will explain why the Commission should approve the Agreement as
22 a reasonable resolution of the issues in this Docket, which is supported by substantial

¹ *Joint Motion for Approval of Unanimous Settlement Agreement and Amendment of the Procedural Schedule*,
Docket No. 25-EKME-315-TAR (Aug. 18, 2025).

1 competent evidence, will produce just and reasonable rates, and is in the public interest.

2 Specifically, I will:

- 3 • provide background information about this Docket;
- 4 • provide an overview and discussion of the Agreement;
- 5 • discuss the standard of review used to guide the Commission in its consideration
- 6 of whether to accept the Agreement;² and
- 7 • discuss the evidence in the record that supports the Agreement.

8 **Background Information**

9 **Q. Please provide a brief background of this case.**

10 A. On February 11, 2025, Evergy filed an Application requesting expedited approval of its
11 Large Load Power Service (LLPS) Rate Plan, all accompanying new and modified tariffs,
12 as well as any additional or conforming tariff changes needed to implement the LLPS Rate
13 Plan. On May 6, 2025, the Commission issued an *Order Setting Procedural Schedule*
14 setting forth a procedural schedule that included dates for settlement discussions,
15 submission of testimony by the parties, and hearings if necessary.

16 Beginning in mid-June, the Parties commenced formal settlement negotiations.
17 Since then, the Parties have engaged in numerous rounds of constructive and good faith
18 negotiations, with the goal of reaching a comprehensive and unanimous settlement. As a
19 result of the Parties' extensive negotiations, the Parties reached a comprehensive
20 unanimous settlement. The terms of that Settlement Agreement are set forth below.

² *Order Approving Contested Settlement Agreement*, Docket No. 08-ATMG-280-RTS, pp. 4-6 (May 12, 2008).

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Terms of the Settlement Agreement

Q. Please provide an overview of the Settlement Agreement.

A. The Agreement provides that the Parties support Evergy’s proposed LLPS Rate Plan, included the creation of a new tariffed rate offering, Schedule LLPS, which sets forth the tariffed terms and conditions for offering service to large load customers as of the effective date of the pertinent tariffs going into effect. The Signatories agree that the LLPS Rate Plan, as set forth in Evergy’s Application and Direct Testimony, and as further modified by the terms and conditions of the Settlement Agreement, should be found to be reasonable and in the public interest and should be approved by the Commission. Evergy will provide updated tariff sheets consistent with the Settlement Agreement in its Testimony in Support, which will later be review by Staff for compliance with the Commission Order in this Docket.

Q. Please discuss in detail all other provisions of the Agreement.

A. The Parties agree that Schedule LLPS should be approved as set forth in the material provisions summarized below:

- **Applicability:** Service under this schedule is required for (i) any new facility beginning service after the effective date of Schedule LLPS with a peak load forecast reasonably expected to be equal to or in excess of a monthly maximum demand of seventy-five megawatts (75 MW) at any time during the Term; or (ii) any existing customers, who as of the effective date of Schedule LLPS, have a monthly maximum demand that is reasonably expected to expand by seventy-five megawatts (75 MW). Customers locating in the state as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced

1 manufacturing, aerospace, distribution, logistics, and transportation, food and
2 agriculture; or professional and technical services have the option to choose to receive
3 service under this schedule or, upon reaching an agreement with Evergy, to enter into
4 a special contract with Evergy for the provision of electric service that is approved by
5 the Commission under its applicable standards.

- 6 • ***Service Voltage & Metering***: Schedule LLPS customers shall receive service at either
7 substation or transmission voltage levels. Where a Schedule LLPS customer receives
8 transmission level voltage the customer will own, lease, or otherwise bear financial
9 responsibility for construction and operation of the distribution substation. A premise
10 (also referred to herein as a facility) served under Schedule LLPS shall generally mean
11 a single point of interconnection, though the Company and customer may use multiple
12 meters if determined appropriate. The Company maintains full discretion to evaluate
13 whether multiple meters or premises may or may not be aggregated for purposes of
14 Schedule LLPS eligibility, and in its sole reasonable discretion may require multiple
15 meters or premises to be considered an aggregate load that shall take service under
16 Schedule LLPS.

17 For customer facilities taking service under the Schedule LLPS Tariff due to
18 expansion, the Company may install metering equipment necessary to measure the
19 incremental load subject to the Schedule LLPS Tariff. The Company reserves the right
20 to make the determination of whether such load will be separately metered or sub-
21 metered. If the Company determines that the nature of the expansion is such that either
22 separate metering or sub-metering is impractical or economically infeasible, the
23 Company will determine, based on historical usage, what portion of the Customer's

1 load in excess of the monthly baseline, if any, will be subject to the provisions of the
2 Schedule LLPS Tariff and LLPS Service Agreement.

- 3 • ***Service Agreement Requirement:*** Customers receiving service under Schedule LLPS
4 are required to enter in a written service agreement (the LLPS Service Agreement) that
5 specifies certain provisions of their electric service, including Contract Capacity.
6 Riders applicable to customer's service will be specified in an exhibit attached to the
7 LLPS Service Agreement, which may be periodically amended subject to the mutual
8 agreement of the Company and customer to reflect customer's participation in
9 Company-offered programs.

- 10 • ***Service Term:*** Schedule LLPS customers shall take service for a minimum term that
11 includes up to five (5) years of an optional transitional load ramp period plus twelve
12 (12) years (the Term). The Term shall commence on the date permanent service begins,
13 or as set forth in the LLPS Service Agreement. During the transitional load ramp
14 period, the customer's maximum load may be lower than seventy-five megawatts (75
15 MW). Specific details of the customer's Load Ramp may be addressed in the LLPS
16 Service Agreement. Unless otherwise mutually agreed in the LLPS Service Agreement,
17 the LLPS Service Agreement will automatically extend for periods of five years
18 (Extension Term) at the end of the Term or any Extension Term, unless either party to
19 the LLPS Service Agreement provides at least thirty-six (36) months' written notice to
20 the other party prior to the end of the Term or any Extension Term of its intent not to
21 renew the LLPS Service Agreement. A customer providing notice of non-extension
22 will remain subject to the Exit Fee and Early Termination Fee based upon the remainder
23 of the Term or Extension Term to the extent applicable under the customer's LLPS

1 Service Agreement. Service shall remain in effect throughout the Term and any
2 Extension Term unless cancelled, modified, or terminated in writing and pursuant to
3 the terms of Schedule LLPS or the LLPS Service Agreement, or the customer changes
4 to another applicable Company rate schedule pursuant to the terms of Schedule LLPS.

- 5 • **Contract Capacity:** The LLPS Service Agreement will include a Contract Capacity
6 schedule specifying the customer's forecasted annual steady-state peak load
7 requirement for each year of the Term. The Contract Capacity schedule will specify the
8 peak load requirement during the Load Ramp, if any. Unless otherwise agreed by the
9 parties, the Contract Capacity during any Extension Term shall be the same as the
10 steady-state Contract Capacity for the last year of the Term.
- 11 • **Permissible Capacity Reduction:** A customer taking service under Schedule LLPS may
12 request to reduce the Contract Capacity during the Term or any Extension Term, with
13 the effective date of any such reduction occurring at any time after the first five (5)
14 years of the term by up to twenty-five megawatts (25 MW) or ten (10) percent of the
15 Contract Capacity (whichever figure is lower on a MW basis) (Permissible Capacity
16 Reduction), in total, without charge for such reduction. To do so, the customer must
17 provide the Company with written notice prior to the beginning of the year for which
18 the reduction is sought. For Permissible Capacity Reductions of twenty-five megawatts
19 (25 MW) or less, the customer must provide at least twenty-four (24)-months' prior
20 notice.

21 In addition, the customer may request to reduce its Contract Capacity beyond the
22 Permissible Capacity Reduction, with the effective date of any such reduction
23 occurring at any time after the first five (5) years of the term by giving the Company at

1 least thirty-six (36) months' written notice prior to the beginning of the year for which
2 the reduction is sought, subject to payment of a Capacity Reduction Fee. The Capacity
3 Reduction Fee shall be calculated as the difference between (a) the nominal value of
4 the remaining Minimum Monthly Bill using the Contract Capacity specified in the
5 customer's LLPS Service Agreement, minus the Permissible Capacity Reduction,
6 times the number of months remaining in the Term or Extension Term, or for twelve
7 (12) months, whichever is greater, and (b) the nominal value of the remaining
8 Minimum Monthly Bill following the reduction in capacity, times the number of
9 months remaining in the Term or Extension Term, or for twelve (12) months,
10 whichever is greater.

11 The Company will use reasonable efforts to mitigate the Capacity Reduction Fee
12 amount owed by the customer. The Company shall invoice the customer no earlier than
13 ninety (90) days prior to the date the customer has indicated the capacity reduction will
14 occur for any unmitigated amounts of the Capacity Reduction Fee based on the
15 calculation described above. The customer shall pay the Capacity Reduction Fee within
16 thirty (30) days of the date it receives an invoice from the Company for the fee. To the
17 extent the customer seeks to reduce its Contract Capacity on less notice, and the
18 Company can reasonably reassign Contract Capacity, the Company in its sole
19 reasonable discretion may agree to a variance from these provisions. Any notice to
20 reduce capacity is irrevocable once given by the customer unless the Company in its
21 sole reasonable discretion determines that it can accommodate a revocation of such
22 notice. Any capacity reduction is permanent for the Term and any Extension Term, and

1 any request by the customer to reinstate such capacity will be subject to following the
2 Path to Power framework and requirements.

- 3 • ***Termination of LLPS Service Agreement or Change in Schedule:*** In order to
4 terminate or change rate schedules before the end of the Term or any Extension Term,
5 the customer must provide written notice thirty-six (36) months prior to the requested
6 date of termination or schedule change. In such circumstance, the customer will be
7 subject to an exit fee equal to the nominal value of the Minimum Monthly Bill times
8 the number of months remaining in the Term or Extension Term, or for twelve (12)
9 months, whichever is greater (the Exit Fee). An additional fee shall apply if the
10 customer seeks to terminate with less than thirty-six (36)-months' notice (the Early
11 Termination Fee). In such case, the Early Termination Fee shall be equal to the Exit
12 Fee plus two (2) times the nominal value of the Minimum Monthly Bill times the
13 number months less than the thirty-six (36)- months' notice required for termination.

14 The Company will use reasonable efforts to mitigate the Exit Fee amount owed by
15 the customer. The Company shall invoice the customer no earlier than ninety (90) days
16 prior to the date the customer has indicated the termination will occur for any
17 unmitigated costs of the Exit Fee and Early Termination Fee based on the calculation
18 described above. The Exit Fee and Early Termination Fee (if applicable) shall be due
19 in full within thirty (30) days of the date it receives an invoice from the Company for
20 such fees. If the customer seeks to change to another rate schedule for which it qualifies,
21 such change requires prior approval from the Company, in its sole reasonable
22 discretion. In the event that the Company approves customer's change to another rate

1 schedule, the Company, in its sole reasonable discretion, may waive the thirty-six (36)
2 months' notice requirement, the Exit Fee, and the Early Termination Fee (if applicable)
3 if the Company reasonably determines that such costs are fully covered by the customer
4 under the new rate schedule and not borne by other customers.

- 5 • **Applicable Rates and Charges:** Customers taking service under Schedule LLPS will
6 subject to additional rates and charges as set forth in the Company's tariff, including
7 but not limited to the Retail Energy Cost Adjustment (RECA), the Energy Efficiency
8 Rider (EER), the Property Tax Surcharge (PTS), the Tax Adjustment (TA), the
9 Transmission Delivery Charge (TDC), and the Cost Stabilization Rider (CSR).
- 10 • **Initial Pricing:** The Signatories agree that Schedule LLPS initial monthly pricing shall
11 be consistent with the pricing specified in Exhibit A to this Settlement Agreement. As
12 new Schedule LLPS customers are added to the EKC system, EKC will adjust the
13 factors approved in Docket No. 25-EKCE-294-RTS (or subsequent base rate case) to
14 be used for the TDC to include the new Schedule LLPS customers for TDC purposes
15 and EKC will adjust the factors approved in Docket No. 25-EKCE 294-RTS (or
16 subsequent base rate case) to be used for the new Construction Work In Progress
17 (CWIP) rider to include the new Schedule LLPS customer for CWIP rider purposes.

18 As new Schedule LLPS customers are added to the EKM system, EKM will adjust
19 the factors approved in its most recent general rate case to be used for the TDC to
20 include the new Schedule LLPS customers for TDC purposes. If, in the future, EKM
21 obtains Commission approval for a CWIP rider, as new Schedule LLPS customers are
22 added to the EKM system, EKM will adjust the factors approved and in effect to be
23 used for the CWIP rider to include the new Schedule LLPS customers for CWIP rider

1 purposes. The pricing in Exhibit A shall remain in effect until the next Commission-
2 approved rate case. Exhibit A has been updated to reflect the rates agreed to pursuant
3 to the settlement agreement filed on July 15, 2025, in Docket No. 25-EKCE-294-RTS.
4 To the extent the Commission does not approve the settlement agreement as filed in
5 that proceeding, the Company will update Exhibit A to reflect the final Commission
6 decision in that proceeding.

7 i. The Signatories agree that the Company will compare Schedule LLPS
8 customer base rate kilowatt-based revenue collections under the rates in
9 Exhibit A to this Agreement during the period utilized for evaluation for
10 Class Cost of Service (CCOS) Study proposed in the next general rate
11 proceeding to base rate kilowatt-based revenue collections that would have
12 occurred for the same customers under Schedule ILP/LGS and the
13 difference in revenues will be identified and reallocated to non-Schedule
14 LLPS customer classes for CCOS study purposes only in determining
15 sufficiency of class recovery of costs of service.

16 ii. The Signatories agree that the comparison of Schedule LLPS customer base
17 rate kilowatt based revenue collections to base rate kilowatt-based revenue
18 collections that would have occurred for the same customers under
19 Schedule ILP/LPS described in i. above shall remain in place as
20 contemplated by the Signatories to this Agreement until the first general
21 rate in which there is at least one, seventy-five megawatt (75 MW) or
22 greater Schedule LLPS customer reflected in the test year and captured in

1 the CCOS study determinants. At such time, iii. below represents the
2 agreement of the Signatories.

3 iii. The Signatories agree that the Initial Pricing terms set forth herein and
4 initial prices set forth in Exhibit A to this Settlement Agreement are for the
5 purposes of settlement of this proceeding only as modified by ii. above. No
6 party shall be restricted in any way with respect to positions it wishes to
7 advance on a going-forward basis in the first general rate case in which there
8 is at least one, seventy-five megawatt (75 MW) or greater Schedule LLPS
9 customer reflected in the test year and captured in the CCOS study
10 determinants regarding cost allocation, rate design, or class cost of service
11 methodologies except that Evergy agrees that, as part of its filing in the rate
12 case, it will evaluate the costs and impacts of any Schedule LLPS customers
13 added to the system and propose a cost allocation and rate design proposal
14 designed to ensure the alignment of costs and cost causation. Evergy's
15 proposal will be designed to reasonably ensure such Schedule LLPS
16 customers' rates will reflect the customers' representative share of the costs
17 incurred to serve the customers and prevent other customer classes' rates
18 from reflecting any unjust or unreasonable costs arising from service to such
19 Schedule LLPS customers.

- 20 • ***Interim Capacity Adjustment:*** If the Company determines that the customer's load
21 cannot be served by the Company's existing system capabilities, the Company may
22 enter into specific market contract agreements to provide the necessary capacity
23 requirements of the customer until sufficient system capacity may be supplied by the

1 Company. The customer and the Company must mutually agree on the terms for the
2 interim capacity procured by the Company pursuant to an Interim Capacity Agreement.
3 The customer shall be subject to an additional demand charge (the Interim Capacity
4 Adjustment) calculated according to the terms of the Interim Capacity Agreement, with
5 customer responsible for the full costs thereof and the terms of the Interim Capacity
6 Agreement.

- 7 • **Minimum Monthly Bill:** Customers taking service under Schedule LLPS shall be
8 subject to a Minimum Monthly Bill that includes and is the sum of each of the following
9 charges:

10 i. Demand Charge (with minimum monthly demand set at 80 percent of the
11 Contract Capacity (Minimum Demand));

12 ii. Customer Charge (metering, billing, customer support);

13 iii. Grid Charge (substation and transmission-related costs) (for purposes of the
14 Grid Charge Grid Demand shall be the higher of: (a) the Monthly Maximum
15 Demand occurring in the last twelve (12) months including the then-current month
16 or (b) the Minimum Demand);

17 iv. Reactive Demand Adjustment (where the Company may determine the
18 customer's monthly maximum fifteen (15)-minute reactive demand in kilovars. The
19 maximum reactive demand shall be computed similarly to the Monthly Maximum
20 Demand, as set forth in Schedule LLPS);

21 v. Charges Associated with the TDC (with minimum monthly demand set at the
22 Minimum Demand);

1 vi. Other Demand-Based Riders approved by the Commission in the future (such
2 as the CWIP Rider, with minimum monthly demand set at the Minimum Demand);

3 and

4 vii. The Cost Stabilization Rider, with minimum monthly demand set at the
5 Minimum Demand.

- 6 • **Cost Stabilization Rider:** Schedule LLPS customers eligible to receive service under the
7 Company's Economic Development Rider will be subject to the CSR, a new adjustment
8 clause designed to ensure recovery of costs incurred to serve Schedule LLPS customers.
9 The CSR shall be calculated based on comparing the Schedule LLPS customer's estimated
10 base rate revenue and estimated final bill revenue prior to applying Schedule CCR,
11 Schedule DRLR, or Schedule CER. Estimated base rate revenue shall be the revenue
12 produced by all applicable base rate and non-LLPS riders and the estimated final bill
13 revenue shall be the base rate revenue plus any applicable rate discounts, such as an
14 approved economic development rate. Should the Schedule LLPS customer's estimated
15 revenue fall below the customer's estimated rate revenue, an amount, expressed in a dollar
16 per kW (\$/kW) charge, will be added to the customer billing through this charge. The CSR
17 shall be customer-specific and memorialized in the LLPS Service Agreement. This
18 comparison shall be completed annually.

19 The CSR shall not be subject to any related Economic Development Rider discount.
20 Making the CSR non-bypassable ensures that Schedule LLPS customers are substantially
21 covering the cost to serve them in their tariffed rates or any other voluntary riders in which
22 the Schedule LLPS customer enrolls.

- 1 • **Optional Riders:** A customer under Schedule LLPS shall be subject to the following
2 optional, new riders where applicable:
- 3 i. **Customer Capacity Rider (CCR):** Enables the Company to credit customers
4 for using their supply of generation capacity as Southwest Power Pool-
5 accredited capacity for use by the Company to serve the customer's load.
6 For purposes of the CCR, the customer's capacity may be owned or
7 contracted by the customer, a subsidiary of the customer, or an affiliate of
8 the customer, and shall be transferred to the Company via a bilateral
9 contractual agreement. The Company may alternatively accept replacement
10 accredited capacity provided by the customer from another resource subject
11 to mutual agreement between the parties. Any agreed to replacement
12 accredited capacity will be subject to the same material terms and conditions
13 as the original capacity source.
- 14 ii. **Demand Response Generation Rider (DRLR):** Enables large customers
15 enrolled in Schedule LLPS to participate in a new interruptible demand
16 response program in which participants can designate some amount of load
17 as interruptible (i.e. curtailable) and provide the Company with the right to
18 curtail participant load during peak and constrained grid condition periods
19 to improve system reliability, address resource adequacy, offset forecasted
20 system peaks that could result in future generation capacity additions,
21 and/or provide a more economical option to available generation or market
22 energy purchases in the wholesale market. The Company may, in its
23 discretion, request that a participating customer curtail for any of these

1 operational or economic reasons. The Company will provide advance notice
2 but will require participants to have a curtailment plan and demonstrate their
3 ability to curtail load. Customers will have two timing options they can
4 choose from and, whether they elect one or both, they agree to make their
5 load available for DRLR curtailments during that time. Participating
6 customers will be compensated through a credit based on their enrolled
7 timing option.

- 8 • **Customer Creditworthiness:** (1) The Schedule LLPS customer, or (2) the entity who owns
9 the facility where the customer takes service and assumes all financial obligations
10 associated with the facility under Schedule LLPS and the LLPS Service Agreement, or (3)
11 an entity who otherwise assumes all financial obligations associated with the facility under
12 Schedule LLPS and the LLPS Service Agreement, must be reasonably creditworthy as
13 determined in Evergy's sole reasonable discretion. As such, Evergy retains discretion to
14 evaluate the creditworthiness and credit support of the entity who assumes all contractual
15 obligations under Schedule LLPS and the LLPS Service Agreement, and to require
16 reasonable assurances if necessary to address customer creditworthiness.
- 17 • **Collateral/Security Requirements:** The Company will require Schedule LLPS customers
18 to provide collateral in an amount equal to two (2) years of Minimum Monthly Bills, as
19 calculated by the Company (the Collateral Requirement).

20 A customer together with a guarantor, which can include its ultimate parent,
21 corporate affiliate, a tenant, or any other entity with a financial interest in the customer
22 (Guarantor) that guarantees the Collateral Requirement under Schedule LLPS and the
23 LLPS Service Agreement that (i) has a credit rating of at least A- from Standard & Poor's

1 (S&P) and A3 from Moody's, (ii) and if rated A- or A3 has not been placed on credit watch
2 by either such rating agency if either the customer's credit rating by such agency is equal
3 (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times
4 the collateral requirement as of the end of applicable quarter (and which must be shown by
5 providing quarterly financial statements and a chief financial officer or a third-party
6 certified public accountant certification accompanying such financial statements, no later
7 than forty five (45) days after the end of the quarter) (collectively, 60% Eligibility
8 Requirements) will be exempt from sixty (60) percent of the Collateral Requirement, with
9 the sixty (60) percent discount not to exceed \$175 million.

10 A customer that does not have an A- credit rating from S&P and A3 rating from
11 Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under
12 Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB+ credit rating
13 from S&P and Baa1 credit rating from Moody's, (ii) has not been placed on credit watch
14 by either such rating agency if either the customer's credit rating by such agency is equal
15 (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times
16 the Collateral Requirement as of the end of the applicable quarter (as determined in the
17 Company's reasonable discretion, and which must be shown by providing quarterly
18 financial statements and a chief financial officer or a third-party certified public accountant
19 certification accompanying such financial statements, no later than forty-five (45) days
20 after the end of the quarter) (collectively, 50% Eligibility Requirements) will be exempt
21 from fifty (50) percent of the Collateral Requirement, with the fifty (50) percent discount
22 not to exceed \$150 million.

1 A customer that does not have an A- credit rating from S&P and A3 rating from
2 Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under
3 Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB- credit rating from
4 S&P and Baa3 credit rating from Moody's, (ii) has not been placed on credit watch by
5 either such rating agency if either the customer's credit rating by such agency is equal (and
6 not greater to) to the foregoing rating, *and* (iii) has liquidity greater than ten (10) times the
7 Collateral Requirement as of the end of the applicable quarter (as determined in the
8 Company's reasonable discretion, and which must be shown by providing quarterly
9 financial statements and a chief financial officer or a third-party certified public accountant
10 certification accompanying such financial statements, no later than forty-five (45) days
11 after the end of the quarter) (collectively, 40% Eligibility Requirements) will be exempt
12 from forty (40) percent of the Collateral Requirement, with the forty (40) percent discount
13 not to exceed \$125 million.

14 A customer that does not have an A- credit rating from S&P and A3 rating from
15 Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under
16 Schedule LLPS and the LLPS Service Agreement) either (i) has at least a BBB- credit
17 rating from S&P and Baa3 credit rating from Moody's, and has not been placed on credit
18 watch by either such rating agency if either the customer's credit rating by such agency is
19 equal (and not greater to) to the foregoing rating, *or* (ii) has liquidity greater than ten (10)
20 times the Collateral Requirement as of the end of the applicable quarter (as determined in
21 the Company's reasonable discretion, and which must be shown by providing quarterly
22 financial statements and a chief financial officer or a third-party certified public accountant
23 certification accompanying such financial statements, no later than forty-five (45) days

1 after the end of the quarter) (collectively, 25% Eligibility Requirements) will be exempt
2 from twenty-five (25) percent of the Collateral Requirement, with the twenty-five (25)
3 percent discount not to exceed \$75 million.

4 The 60% Eligibility Requirements, the 50% Eligibility Requirements, the 40%
5 Eligibility Requirements, and the 25% Eligibility Requirements are collectively referred to
6 as the Discount Eligibility Requirements.

7 The Collateral Requirement must be provided at the time of executing the LLPS
8 Service Agreement. Any collateral provided to satisfy the Collateral Requirement shall not
9 accrue interest while held by the Company. The Company will, in its sole reasonable
10 discretion, after the customer has achieved their peak load and has been operating above
11 one hundred megawatts (100 MWs) for at least five (5) years, consider reducing the
12 Schedule LLPS customer's collateral obligation over the course of its contract period, on
13 a schedule generally corresponding to the reduction of risk to the Company and its
14 customers.

15 The amount of the Collateral Requirement under the foregoing calculation will be
16 recomputed quarterly based upon the customer's rolling twenty-four (24)-month load
17 forecast as of the first date of the next quarter, and the customer shall provide the
18 recomputed amount if greater than the current amount held. A customer must notify the
19 Company within ten (10) business days if it no longer meets the applicable Discount
20 Eligibility Requirements, including if the customer has been placed on credit watch, if
21 applicable to such eligibility.

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

- 1 i. A guarantee from the customer's Guarantor for the applicable Collateral
2 Requirement, so long as the Guarantor meets the applicable Discount Eligibility
3 Requirement, provided that the dollar amount of the Collateral Requirement that
4 may be provided under the guarantee is subject to credit review by the Company.
5 The guarantee must be in a format acceptable to and approved by the Company,
6 and must include (i) if the Guarantor's creditworthiness is considered for
7 determining the Discount Eligibility Requirements, a commitment from the
8 Guarantor to pay the Collateral Requirement if the customer fails to make such
9 payments (without a dollar limit), and (ii) a provision that automatically increases
10 the dollar amount of collateral covered by the guarantee if either the customer or
11 Guarantor no longer satisfies the applicable Discount Eligibility Requirement; or,
- 12 ii. A standby irrevocable Letter of Credit (Letter of Credit) for the applicable
13 Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the
14 U.S. branch of a foreign bank, which is not affiliated with the Schedule LLPS
15 customer or its Guarantor, with a credit rating of at least A- from S&P and A3 from
16 Moody's and a minimum of \$2 billion in assets. Such security must be issued for a
17 minimum term of three hundred sixty (360) days. The customer must cause the
18 renewal or extension of the security for additional consecutive terms of three
19 hundred sixty (360) days or more no later than thirty (30) days prior to each
20 expiration date of the security. If the customer no longer satisfies the applicable
21 Discount Eligibility Requirement, it must increase the amount covered by the Letter
22 of Credit within ten (10) days. If the security is not renewed, extended, or increased
23 as required herein, the Company will have the right to draw immediately upon the

1 Letter of Credit and/or demand cash collateral in the amount of the required
2 increase and be entitled to hold the amounts so drawn or received as security until
3 the customer has either (i) come back into compliance with the requirements for
4 use of a Letter of Credit or, (ii) if required by the Company, has provided an
5 alternative form of collateral consistent with Schedule LLPS. The Letter of Credit
6 must be in a format acceptable to and approved by the Company; or,

7 iii. A cash deposit for the applicable Collateral Requirement.

8 In case of an uncured breach by the customer of the LLPS Service Agreement, an
9 uncured breach of the Guarantor under the parent guaranty, or any notice of termination or
10 refusal to continue the Letter of Credit by the issuing bank, the Company may draw on the
11 applicable collateral, as further set forth in the LLPS Service Agreement.

12 If, at any time after Customer’s initial delivery of the collateral the customer fails
13 to comply with the Collateral Requirement, the Company may thereafter pursue any and
14 all rights and remedies at law or in equity, and may take any other action consistent with
15 the LLPS Service Agreement, Schedule LLPS, and the Company’s General Rules and
16 Regulations, including but not limited to suspension or curtailment of service.

17 To the extent the Company draws on a cash deposit provided by a customer, the
18 Company draws funds from a Letter of Credit or Guarantee, or the Company receives a
19 cash Exit Fee, the Company will defer the amount received minus any amount used to pay
20 for services rendered, together with the Company’s weighted average cost of capital, as a
21 regulatory liability to be addressed in the next general ratemaking proceeding.

22 At any time during the first five (5)-year period immediately subsequent to the
23 execution date of the LLPS Service Agreement, each dollar of the required collateral

1 amount, up to \$40 million, shall be reduced by twenty-five (25) percent if such collateral
2 is provided in the form of cash collateral. For example, cash collateral in the amount of \$30
3 million, shall be deemed to meet a collateral obligation of \$40 million. At any time, cash
4 collateral can be withdrawn, and a different form of collateral can replace cash collateral,
5 upon ninety (90) days prior written notice, but the substituted form of collateral shall be
6 provided without the twenty-five (25) percent reduction discussed above in this paragraph.
7 Any cash collateral held will be considered as an offset to the amount of CWIP subject to
8 the CWIP Rider.

- 9 • **Annual Reports:** The Company will file an annual compliance report with the Commission
10 specifying: (i) the number of new or expanded customers that have enrolled in Schedule
11 LLPS, (ii) the total estimated load enrolled under Schedule LLPS, (iii) the sector that the
12 customer is in, and (iv) the estimated number of new or retained jobs associated with each
13 new or expanded customer (to the extent available and subject to customer confidentiality
14 concerns). Energy usage information will be provided on a confidential and anonymized
15 basis. The Company commits to meeting with Staff and CURB at least annually, and on a
16 highly confidential basis, to provide updates on Schedule LLPS with the content to be
17 mutually agreed to by Staff, CURB, and the Company.

- 18 • **New Renewable/Carbon Free Attribute Procurement Riders Within the LLPS Rate Plan:**
19 The Signatories agree that in conjunction with approval of Schedule LLPS, the
20 Commission should also approve and find reasonable and in the public interest four new
21 clean and renewable energy riders. These include:

- 22 ○ **Clean Energy Choice Rider (CER):** Will enable customers under Schedule LLPS
23 to support the procurement of clean energy resources and/or replacement of

1 identified existing resources in lieu of or in addition to the Company's Preferred
2 Resource Plan. This shall include distributed energy resources such as demand-side
3 management, energy efficiency, and battery storage. Under this program, the
4 Company and the requesting customer will execute an agreement that determines
5 cost recovery from the customer for the selected resources and any appropriate
6 credit including consideration of any related Renewable Energy Credits (RECs) to
7 the customer's bill. In considering supply-side resources, the Company will not
8 place any limitations on the size of the resource considered or brought forward by
9 a customer. For example, solar resources of 10-20 MW may be considered. Any
10 alternative resources or combination of resources that would be procured pursuant
11 to this rider and result in a material change to the Company's Preferred Resource
12 Plan, would be submitted to the Commission for review through a predetermination
13 filing. The agreement executed between Company and the requesting customer
14 would be submitted for Commission approval as part of any such predetermination
15 filing. Schedule CER participants will be subject to separately negotiated terms and
16 conditions, including collateral requirements, based upon the specific agreement
17 negotiated by the Company and the requesting customer.

- 18 ○ ***Renewable Energy Program Rider (RENEW)***: Will enable customers in KS Metro
19 to access historical RECs at a fixed price adjusted annually, consistent with the
20 RENEW program already in place for KS Central customers. The Company agrees
21 to purchase energy from renewable sources or purchase RECs in an amount equal
22 to the level of service purchased by Renewable Energy Program participants.

- 1 ○ ***Green Solution Connections Program (GSR)***: Will provide non-residential
2 customers with an average monthly peak demand greater than 200 kW with the
3 opportunity to subscribe to future renewable energy attributes associated with new
4 Company-owned wind or solar generation acquired through the Integrated
5 Resource Planning (IRP) process that are not needed to meet renewable compliance
6 targets or requirements.
- 7 ○ ***Alternative Energy Credit Rider (AEC)***: Will provide large customers with the
8 ability to include emission-free nuclear energy from Company-owned or sourced
9 resources into their clean energy portfolio to support the customer's sustainability
10 and decarbonization goals.
- 11 • ***Other Tariff Modifications Necessary to Implement the LLPS Rate Plan***: The Signatories
12 agree that certain modifications to existing tariffs, riders, and company rules and
13 regulations are needed in order to support the LLPS Rate Plan. The Signatories agree that
14 the Commission should approve and find reasonable and in the public interest
15 modifications to the following tariffs as detailed in the Direct Testimony of Mr. Bradley
16 Lutz, except for changes to Section 2 of the Company's General Rules and Regulations
17 which shall be modified as described below. In summary, these changes are as follows:
- 18 ○ ***Schedule LPS (Large Power Service)***: Signatories agree to the addition of
19 language that customers with monthly demand reasonably expected to reach or
20 exceed seventy-five megawatts (75 MW) not be allowed to continue receiving
21 service under Schedule LPS and will be required to receive service under Schedule
22 LLPS.

- 1 ○ **Schedule ECA (Energy Cost Adjustment):** Signatories agree to the addition of
2 language to the Energy Cost Adjustment to explain how costs associated with the
3 Interim Capacity Agreement under Schedule LLPS and costs associated with
4 capacity purchased under Schedule CCR impact the cost adjustment, and the
5 addition of language that the revenue received from the Renewable Energy Program
6 Rider, Green Solutions Connections Rider and Alternative Energy Credit Rider
7 shall be credited as an offset to purchased power.
- 8 ○ **Schedule ILP (Industrial & Large Power):** Signatories agree to the addition of
9 language that customers with monthly demand reasonably expected to exceed
10 seventy-five megawatts (75 MW) will be required to receive service under
11 Schedule LLPS.
- 12 ○ **Schedule RECA (Retail Energy Cost Adjustment):** Signatories agree to the
13 addition of language to the Retail Energy Cost Adjustment tariff to explain how
14 costs associated with the Interim Capacity Agreement under Schedule LLPS and
15 costs associated with capacity purchased under Schedule CCR impact the cost
16 adjustment, and the addition of language that the revenue received from the Green
17 Solutions Connections Rider and Alternative Energy Credit Rider shall be credited
18 as an offset to purchased power.
- 19 ○ **Rules and Regulations:** Signatories agree to the addition of language to Section 8
20 of the Company's General Rules and Regulations that for extensions of
21 transmission or substation facilities, any customer requesting service with
22 substation or transmission facilities shall pay all costs associated with such
23 extensions. These costs will not include any resulting network upgrade costs for

1 facilities classified as transmission under the Southwest Power Pool Open Access
2 Transmission Tariff. In the event SPP modifies cost allocation methodologies for
3 network upgrade costs related to large-load interconnections, nothing herein
4 prevents the parties from proposing modifications to how Evergy allocates such
5 costs among its retail customers. Customers requesting service through substation
6 or transmission facilities must complete payment for the extension or make suitable
7 arrangements for installment payments, execute all required agreements associated
8 with the requested extensions, and execute any applicable service agreements as
9 required by the applicable rate schedule as a condition for any construction to
10 commence.

- 11 • ***Path to Power:*** The Signatories agree to the addition of language to Section 2 of the
12 Company's General Rules and Regulations reflecting the framework of the Company's
13 Path to Power load interconnection process. Specifically, the Signatories agree to the
14 addition of the following language to Section 2 of the Company's General Rules and
15 Regulations:

16 i. "Service to Loads Greater than 25 MW:

17 A. Customers, or prospective Customers seeking service for loads expected
18 to be greater than 25 MW shall be subject to an initial evaluation and study
19 by the Company prior to receiving service. Such Customers shall notify the
20 Company, in advance, concerning the expected load, project location, and
21 project schedule. The Company will respond with an initial evaluation
22 detailing its conditions of service.

1 B. Customers choosing to move forward and seek service for a project shall
2 complete and comply with terms set forth in a Letter of Agreement and
3 submit a refundable deposit of \$200,000 that will be used to offset costs
4 associated with project planning. Should costs exceed this deposit an
5 additional refundable deposit of \$200,000 shall be required. Additional
6 refundable deposits will be required such that the Customer pays all project
7 planning costs associated with their project. Initial deposit funds not used
8 during planning shall be refunded to the customer without interest. These
9 Customers shall be placed in a queue based on the date on which they
10 provided the required information and deposit. Service related to projects
11 the Company designates as serving the community interest may be given
12 priority in the queue and may not be required to submit a deposit.
13 Community Interest Projects are those that are part of a competitive search
14 in which the Company is competing against at least one other location for
15 the project, the Customer reasonably demonstrates that the project will
16 employ at least 250 permanent, full-time employees, and an accredited state
17 or regional economic development organization certifies that the absence of
18 a deposit and expedited timing are critical to the state winning the project.
19 The Company shall have sole reasonable discretion on the deposit
20 applicability and managing projects in the queue.

21 C. The Company will work on advanced study and scoping for up to four
22 projects at a time. Customers with projects being studied shall be notified
23 of the study results and plans to receive service. Once an Initial Projects

1 Agreement is complete, the Company will send necessary details to the
2 Southwest Power Pool for its review. Completed plans shall be valid for six
3 months.

4 D. Customers choosing to receive service according to these plans shall
5 complete the required agreements to facilitate construction and all required
6 Service Agreements to receive service. The Schedule LLPS tariff and
7 associated LLPS Service Agreement contain additional requirements for
8 qualifying projects that must be met to receive service. Customers failing to
9 complete these agreements within the timeframe allowed may be returned
10 to the queue.

11 E. Additional details regarding the queue process and submission shall be
12 posted to and updated from time to time on the Company's website.

13 • **Miscellaneous Provisions:** The Agreement Contains several miscellaneous provisions
14 common in Settlement Agreements filed before the Commission. These provisions are
15 contained in paragraphs 52 through 56 of the Agreement.

16 **Commission Standards for Approving Settlement Agreements**

17 **Q. Has the Commission previously used factors or standards to review a settlement**
18 **agreement?**

19 A. Yes. The Commission's Order in Docket No. 08-ATMG-280-RTS (08-280 Docket)
20 discusses five factors, or standards, to be used when the Commission is reviewing a non-
21 unanimous settlement. Multiple agreements have been reviewed by the Commission using
22 the five factors since that Order.³ However, more recent Commission Orders have noted

³ Order Approving Contested Settlement Agreement, 08-280 Docket, p. 5 (May 5, 2008).

1 that for unanimous settlement agreements, parties need not apply the historical five-factors
2 test set forth in the 08-280 Docket.⁴ Therefore, the evaluation under all five factors is
3 unnecessary for this Settlement Agreement.

4 **Q. What standards does the Commission generally examine when considering a**
5 **unanimous settlement agreement?**

6 A. The Commission may accept a unanimous settlement agreement so long as approval of the
7 settlement is: (1) supported by substantial competent evidence in the record as a whole; (2)
8 results in just and reasonable rates; and (3) is in the public interest.⁵ Each of these factors
9 is discussed individually below.

10 **Support for the Settlement Agreement**

11 **Q. Please address whether the Agreement is supported by substantial competent**
12 **evidence in the record as a whole.**

13 A. The Agreement is supported by substantial competent evidence in the record as a whole.
14 The Agreement is supported by Evergy's Application and the Direct Testimony of Evergy
15 witnesses Darrin Ives, Bradley Lutz, and Jeffrey Martin, as well as the Testimony in
16 Support that is expected to be filed by several witnesses who offer diverse and often
17 conflicting perspectives about the issues presented in this case. Staff vigorously analyzed
18 the Application and formed our own conclusions that were reflected in the Settlement
19 Agreement, and which are reflected in my Testimony in Support of the Agreement. These
20 filed positions represent the body of evidence the Commission would rely on to make a

⁴ *Order on KCP&L's Application for Rate Change*, Docket No. 15-KCPE-116-RTS, ¶ 16, p. 6 (Sept. 10, 2015).

⁵ *Id.*, see *Citizens' Util. Ratepayer Bd. v. State Corp. Comm'n of State of Kansas*, 28 Kan. App. 2d 313, 316 16 P.3d 319, 323 (2000).

1 determination of the issues presented by this case, if the case were to be fully litigated, and
 2 the Commission can rely on this evidence to support the finding that the Settlement
 3 Agreement is reasonable and in public interest. The Parties relied on this evidence in
 4 negotiations and eventually arrived at an agreed upon resolution of all of the issues in this
 5 case. It is Staff’s position that the terms of this Agreement are commensurate with what
 6 could be expected if the case were to be fully litigated.

7 **Q. What support exists in the record for key rate related terms of the LLPS tariff,
 8 specifically the Demand and Energy rates to be charged to the LLPS customers?**

9 A. The rates that are contained in the LLPS tariff, are as shown in the table below.

EXHIBIT A

Schedule LLPS Initial Monthly Pricing

Schedule LLPS Initial Monthly Pricing - Settlement				
Charges	Kansas Central		Kansas Metro	
	Summer	Winter	Summer	Winter
Customer	\$ 386.67	\$ 386.67	\$ 751.02	\$ 751.02
Grid (\$/kW) (Substation Voltage)	\$ 0.248	\$ 0.248	\$ 0.200	\$ 0.200
Grid (\$/kW) (Transmission Voltage)	\$ 0.156	\$ 0.156	\$ 0.126	\$ 0.126
Demand (\$/kW)	\$ 22.985	\$ 20.817	\$ 21.174	\$ 19.174
Energy (\$/kWh)	\$ 0.00872	\$ 0.00872	\$ 0.01000	\$ 0.01000

10
 11 These rates were heavily influenced by the Direct Testimony of Evergy witnesses in this
 12 proceeding, as modified to reflect the anticipated outcome of the 25-EKCE-294-RTS rate
 13 case, and other updated calculations and data presented and discussed during the several

1 rounds of formal Discovery and Settlement Discussions in this Docket. Staff
2 independently verified the reasonableness of the Demand and Energy rates contained in
3 the Settlement Agreement, and we performed our own indicative Class Cost of Service
4 (CCOS) and Rate Design analyses to verify that the rates resulting from this Settlement
5 Agreement will be cost-based and just and reasonable.

6 Ultimately, the Demand and Energy rates contained in the Settlement Agreement
7 were the result of a detailed, comprehensive, and analytical evaluation of all utility costs
8 created by serving a large load customer, with the intention of ensuring that existing
9 customers on the system will not subsidize the addition of these new large load customers.
10 To the contrary, Staff's expectation is that the rates and terms of service for LLPS
11 customers in the Settlement Agreement will be beneficial to existing customers on the
12 system, accounting for all costs that will be incurred as a result of serving LLPS customers.

13 **Q. To be clear, if the Commission approves the Settlement, will LLPS customers pay for**
14 **the costs they cause on the electric system?**

15 A. Yes. These rates were designed to recover the costs Evergy is expected to incur to serve
16 these customers. The Demand and Energy rates contained within the Settlement
17 Agreement will result in an LLPS customer with an 80% load factor paying an all-in base
18 rate per kWh that is 17.94% **more** than the equivalent industrial customer would pay on
19 Evergy Kansas Central's Industrial Large Power (ILP) tariff.⁶ The rates are also designed
20 to incentivize higher load factors, to encourage efficient use of system capacity and to
21 spread the costs of the existing infrastructure across more billing determinants. For
22 example, at a 75% load factor, an LLPS customer would pay 19.36% more than an ILP

⁶ See Staff Exhibit JTG-1.

1 customer.⁷ At an 85% load factor, the differential shrinks to 16.60%.⁸ To further illustrate
2 the example, a 100% load factor customer, while unlikely to ever actually occur, would
3 pay 12.89% more than the ILP rate on per kWh rate basis.⁹

4 **Q. Why does the LLPS to ILP cost differential grow with lower load factors and shrink
5 with higher load factors?**

6 A. This phenomenon occurs because the LLPS rates have a much higher Demand component
7 and a much lower Energy component than the ILP rate today. The LLPS Demand rate
8 averages \$21.53/kW, which is 52.34% higher than the current ILP Demand rate of
9 \$14.14/kW and the Energy rate is 40.92% lower than the ILP Energy rate (\$.00872/kWh
10 vs. \$.014760). Staff supports the Higher Demand/Lower Energy composition of these rates
11 because many of the customer protective elements of the LLPS tariff like the Minimum
12 Bill, Minimum Billing Demand, Capacity Reduction Fee and Termination Fee, are all
13 calculated using the Demand rates in the LLPS tariff. It was also necessary to calculate
14 the Demand rate as a pure capacity cost reflective Demand rate so that the optional
15 capacity-related riders for LLPS customers (which are priced on a per kW of Demand
16 basis) could accurately be added or subtracted from the base rate Demand calculation
17 components of an LLPS customer's bill.

18 **Q. Does the Agreement result in just and reasonable rates?**

19 A. Yes. Staff contends that this Agreement will result in rates that fall within the “zone of
20 reasonableness” described by the Kansas courts in which the result is balanced between the
21 interests of investors versus ratepayers, present versus future ratepayers, and is in the public

⁷ See Staff Exhibit JTG-2.

⁸ See Staff Exhibit JTG-3.

⁹ See Staff Exhibit JTG-4.

1 interest generally. This opinion is supported by the fact that Demand and Energy rates
2 agreed to in the Settlement are supported both by Evergy's Direct Testimony and Staff's
3 independent CCOS and Rate Design evaluations, and that the rates are designed to reflect
4 the costs incurred to serve LLPS customers. Additionally, despite these rates being 17-
5 20% more per kWh than standard ILP rates, the rates have been unanimously supported by
6 Google and DCC, which are the data center customer representatives participating in this
7 Docket. The unanimous support for these LLPS rates is strongly indicative that they are
8 just and reasonable.

9 **Q. How did Staff evaluate the reasonableness of the non-rate terms in the Settlement**
10 **Agreement, such as Minimum Bill, Minimum Billing Demand, Required Length of**
11 **Service Contract, Collateral and Early Termination Provisions, among other key**
12 **tariff provisions?**

13 A. Staff primarily relied on information gained from researching other Data Center or Large
14 Load Tariffs that have been approved recently by other state public utility commissions.
15 Specific examples that influenced our review include the Public Utilities Commission of
16 Ohio's recent approval of a Data Center Tariff on July 9, 2025,¹⁰ and the Indiana Utility
17 Regulatory Commission's approval of a Large Load Tariff on February 19, 2025.¹¹ In
18 addition, other parties in the Settlement discussions referenced recent data center tariff
19 filings in Kentucky and Oregon as well. Staff's intention throughout the settlement
20 discussions was to advocate for a Large Load Tariff that contained significant protections
21 from stranded asset cost risk for existing customers on the system, while not insisting on
22 terms or conditions of service so onerous that they would render the Large Load Tariff

¹⁰ See <https://www.aepohio.com/company/about/rates/data-center-tariff/>

¹¹ See https://www.in.gov/iurc/files/ord_46097_021925.pdf

1 ineffective or uncompetitive when compared to other Large Load Tariffs in effect
2 throughout the United States today.

3 **Q. Are you aware of the balancing test set forth by the Kansas Supreme Court for**
4 **determining whether rates are “just and reasonable”?**

5 A. Yes, the Kansas Supreme Court has stated:

6 The leading cases in this area clearly indicate that the goal should be a rate fixed
7 within the “zone of reasonableness” after the application of a balancing test in
8 which the interests of all concerned parties are considered. In rate-making cases,
9 the parties whose interests must be considered and balanced are these: (1) the
10 utility’s investors vs. the ratepayers; (2) the present ratepayers vs. the future
11 ratepayers; and (3) the public interest.¹²

12 **Q. What evidence in this case should be considered when performing the balancing test**
13 **set forth by the Kansas Supreme Court?**

14 A. Staff’s contention is the Agreement before the Commission easily passes the balancing test
15 set forth by the Kansas Supreme Court. The following supports this assertion:

16 (1) the agreed-upon LLPS tariff, inclusive of the rate and non-rate terms and
17 conditions, balances the interests of Evergy’s investors and ratepayers because the
18 rates are designed to ensure that LLPS customers pay the costs they caused by
19 Evergy serving them and the non-rate terms and conditions (existing customer
20 protections) are broadly consistent with large load tariffs recently approved by other
21 state public utility commissions;

¹² *Kan. Gas and Electric Co. v. State Corp Comm’n*, 239 Kan. 483, 488 (1986).

1 (2) The Settlement Agreement addresses intergenerational inequity because the
2 LLPS rates are designed to be cost-based, and there is a requirement in the
3 Settlement Agreement that Evergy will evaluate costs and impacts of any LLPS
4 customer in the next rate case that includes a LLPS customer and propose cost
5 allocation and rate design proposals designed to “reasonably ensure such Schedule
6 LLPS customers' rates will reflect the customers' representative share of the costs
7 incurred to serve the customers and prevent other customer classes' rates from
8 reflecting any unjust or unreasonable costs arising from service to such Schedule
9 LLPS customers.”¹³; and

10 (3) the fact that both of the two factors above have been met is itself an indication
11 that the Agreement is in the public interest generally. I will discuss this in greater
12 detail below.

13 **Q. Does Staff contend that the results of the Agreement are in the public interest?**

14 A. Yes. There were multiple interests represented by the parties involved in the negotiations:
15 CURB representing the interests of residential and small commercial ratepayers; KIC
16 representing the interest of its industrial customer clients; Evergy representing its
17 management and shareholders; and several other diverse interests represented by DCC,
18 Google, the Sierra Club, NRDC, Occidental, LPC, Spirit, APS, USD 233, Goodyear, USD
19 232, USD 229, USD 512, and a couple more non-opposing but non-signatory parties. Staff
20 was attempting to balance each of those interests while representing the interests of the
21 public generally. Simply put, a unanimous settlement that is able to satisfy each of these
22 diverse and competing interests is not easy to accomplish. The fact that the Parties in this

¹³ See *Joint Motion for Approval of Unanimous Settlement Agreement and Amendment of the Procedural Schedule*, ¶ 17 (Aug. 18, 2025).

1 case, with diverse and often competing interests, have found common ground for resolving
2 their respective issues strongly supports Staff’s contention that the Agreement in this case
3 will result in just and reasonable rates that are in the public interest.

4 Generally speaking, the public interest is served when ratepayers are protected from
5 unnecessarily high prices, discriminatory prices and/or unreliable service. More
6 specifically, it is Staff’s opinion that the Agreement meets the public interest because:

- 7 • The agreed upon Demand and Energy rates in the LLPS tariff are designed to
8 recover Evergy’s cost to serve LLPS customers, avoiding the situation where
9 existing customers are subsidizing LLPS customers that wish to receive service
10 from Evergy;
- 11 • The agreed upon Demand and Energy rates were designed to incentivize higher
12 load factors, and a more efficient utilization of the grid capacity required to serve
13 these customers, which will produce more energy billing determinants over which
14 to spread the existing fixed costs of the system;
- 15 • The non-rate terms and conditions of the LLPS tariff (Required Contract Term
16 Length, Minimum Bill Requirements, Collateral and Security Requirements,
17 Capacity Reduction Fees, and Termination Fees) are designed to protect existing
18 customers from stranded asset cost risk, while not being so onerous as to make
19 the LLPS tariff uncompetitive or outside the mainstream relative to other LLPS
20 tariffs that are in existence today in the United States;
- 21 • The Settlement Agreement contains several optional riders that LLPS customers
22 can utilize to reflect their desired service characteristics, including the CCR, the
23 DRLR, the CER, the RENEW, the GSR, and the AEC. These optional riders are

1 designed to allow LLPS customers to customize certain elements and
2 characteristics of their electric service without burdening or harming other
3 customers, which Staff considers to be in the public interest;

4 • In settlement negotiations, each of the Parties represented their respective
5 interests by putting time, thought, and professional analysis into deriving a
6 settlement position it found reasonable; and

7 • If this Agreement is approved, the Parties would avoid the costly and time
8 consuming process of a fully-litigated hearing. It is in the public interest to avoid
9 these costs if possible, and this Agreement accomplishes this result.

10 **Q. Should the Commission accept the Agreement as a reasonable resolution of the issues**
11 **in this Docket?**

12 A. Yes, the Agreement represents a reasonable resolution of the issues in this Docket, which
13 is supported by substantial competent evidence in the record, results in just and reasonable
14 rates, and is in the public interest.

15 **Q. Does this conclude your testimony?**

16 A. Yes, thank you.

Large Power Load Pricing Example
(Kansas Central Jurisdiction)

		Large Load Power Service												
Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Grid Charge	Interim Capacity Charge	Demand Charge	Total Base Rate Cost	Riders				Total Cost
				\$387						TDC	EER	PTS	RECA	
		80%	400000							\$7.2304	\$0.000251	\$0.001420	\$0.022983	
W (kW)		0												
S		0												
W (\$)					\$0.00872	\$0.156	\$0.000	\$20.817						
S					\$0.00872	\$0.156	\$0.000	\$22.985						
1	Jan	238,080,000	400,000	\$387	\$2,076,058	\$62,400	\$0	\$8,326,800	\$10,465,644	\$2,892,160	\$59,758	\$338,074	\$5,471,793	\$19,227,429
2	Feb	222,720,000	400,000	387	1,942,118	\$62,400	\$0	\$8,326,800	\$10,331,705	2,892,160	55,903	316,262	5,118,774	18,714,804
3	Mar	245,760,000	400,000	387	2,143,027	\$62,400	\$0	\$8,326,800	\$10,532,614	2,892,160	61,686	348,979	5,648,302	19,483,741
4	Apr	215,040,000	400,000	387	1,875,149	\$62,400	\$0	\$8,326,800	\$10,264,735	2,892,160	53,975	305,357	4,942,264	18,458,492
5	May	222,720,000	400,000	387	1,942,118	\$62,400	\$0	\$8,326,800	\$10,331,705	2,892,160	55,903	316,262	5,118,774	18,714,804
6	Jun	230,400,000	400,000	387	2,009,088	\$62,400	\$0	\$9,194,000	\$11,265,875	2,892,160	57,830	327,168	5,295,283	19,838,316
7	Jul	238,080,000	400,000	387	2,076,058	\$62,400	\$0	\$9,194,000	\$11,332,844	2,892,160	59,758	338,074	5,471,793	20,094,629
8	Aug	230,400,000	400,000	387	2,009,088	\$62,400	\$0	\$9,194,000	\$11,265,875	2,892,160	57,830	327,168	5,295,283	19,838,316
9	Sept	222,720,000	400,000	387	1,942,118	\$62,400	\$0	\$9,194,000	\$11,198,905	2,892,160	55,903	316,262	5,118,774	19,582,004
10	Oct	245,760,000	400,000	387	2,143,027	\$62,400	\$0	\$8,326,800	\$10,532,614	2,892,160	61,686	348,979	5,648,302	19,483,741
11	Nov	222,720,000	400,000	387	1,942,118	\$62,400	\$0	\$8,326,800	\$10,331,705	2,892,160	55,903	316,262	5,118,774	18,714,804
12	Dec	238,080,000	400,000	387	2,076,058	\$62,400	\$0	\$8,326,800	\$10,465,644	2,892,160	59,758	338,074	5,471,793	19,227,429
		2,772,480,000		\$4,640	\$24,176,026	\$748,800	\$0	\$103,390,400	\$128,319,866	\$34,705,920	\$695,892	\$3,936,922	\$63,719,908	\$231,378,508

kWh Calc 7,680,000

LLPS Base Rate per kWh 0.04628

LLPS Total Rate per kWh 0.08346

LLPS Base Rate Compared to ILP Base Rate 17.95%

LLPS Total Rate Compared to ILP Total Rate 9.22%

Industrial and Large Power Rate

25-EKCE-294-RTS settlement pricing with Riders as of 1/7/2025

Staff Exhibit JTG-1

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<u>Billing Month</u>	<u>Month</u>	<u>Energy</u>	<u>Billing kW</u>	<u>Basic Service Fee</u> \$386.67	<u>Energy Charge</u> \$0.014760	<u>Demand Charge</u> \$14.139	<u>Total Base Rate Cost</u>	<u>TDC</u> \$7.230	<u>EE</u> \$0.000251	<u>PTS</u> \$0.001420	<u>RECA</u> \$0.022983	<u>Total Cost</u>
1	Jan	238,080,000	400,000	\$387	\$3,514,061	\$5,655,600	\$9,170,047	\$2,892,160	\$59,758	\$338,074	\$5,471,793	\$17,931,832
2	Feb	222,720,000	400,000	387	3,287,347	5,655,600	8,943,334	2,892,160	55,903	316,262	5,118,774	17,326,433
3	Mar	245,760,000	400,000	387	3,627,418	5,655,600	9,283,404	2,892,160	61,686	348,979	5,648,302	18,234,531
4	Apr	215,040,000	400,000	387	3,173,990	5,655,600	8,829,977	2,892,160	53,975	305,357	4,942,264	17,023,733
5	May	222,720,000	400,000	387	3,287,347	5,655,600	8,943,334	2,892,160	55,903	316,262	5,118,774	17,326,433
6	Jun	230,400,000	400,000	387	3,400,704	5,655,600	9,056,691	2,892,160	57,830	327,168	5,295,283	17,629,132
7	Jul	238,080,000	400,000	387	3,514,061	5,655,600	9,170,047	2,892,160	59,758	338,074	5,471,793	17,931,832
8	Aug	230,400,000	400,000	387	3,400,704	5,655,600	9,056,691	2,892,160	57,830	327,168	5,295,283	17,629,132
9	Sept	222,720,000	400,000	387	3,287,347	5,655,600	8,943,334	2,892,160	55,903	316,262	5,118,774	17,326,433
10	Oct	245,760,000	400,000	387	3,627,418	5,655,600	9,283,404	2,892,160	61,686	348,979	5,648,302	18,234,531
11	Nov	222,720,000	400,000	387	3,287,347	5,655,600	8,943,334	2,892,160	55,903	316,262	5,118,774	17,326,433
12	Dec	238,080,000	400,000	387	3,514,061	5,655,600	9,170,047	2,892,160	59,758	338,074	5,471,793	17,931,832
		2,772,480,000		\$4,640	\$40,921,805	\$67,867,200	\$108,793,645	\$34,705,920	\$695,892	\$3,936,922	\$63,719,908	\$211,852,287

ILP Base Rate per kWh	\$	0.03924
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ILP Total Rate per kWh	\$	0.076413
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Large Power Load Pricing Example
(Kansas Central Jurisdiction)

		Large Load Power Service												
Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Grid Charge	Interim Capacity Charge	Demand Charge	Total Base Rate Cost	Riders				Total Cost
				\$387						TDC	EER	PTS	RECA	
W (kW)		75%	400000				0			\$7.2304	\$0.000251	\$0.001420	\$0.022983	
S							0							
W (\$)					\$0.00872	\$0.156	\$0.000	\$20.817						
S					\$0.00872	\$0.156	\$0.000	\$22.985						
1	Jan	223,200,000	400,000	\$387	\$1,946,304	\$62,400	\$0	\$8,326,800	\$10,335,891	\$2,892,160	\$56,023	\$316,944	\$5,129,806	\$18,730,823
2	Feb	208,800,000	400,000	387	1,820,736	\$62,400	\$0	\$8,326,800	\$10,210,323	2,892,160	52,409	296,496	4,798,850	18,250,238
3	Mar	230,400,000	400,000	387	2,009,088	\$62,400	\$0	\$8,326,800	\$10,398,675	2,892,160	57,830	327,168	5,295,283	18,971,116
4	Apr	201,600,000	400,000	387	1,757,952	\$62,400	\$0	\$8,326,800	\$10,147,539	2,892,160	50,602	286,272	4,633,373	18,009,945
5	May	208,800,000	400,000	387	1,820,736	\$62,400	\$0	\$8,326,800	\$10,210,323	2,892,160	52,409	296,496	4,798,850	18,250,238
6	Jun	216,000,000	400,000	387	1,883,520	\$62,400	\$0	\$9,194,000	\$11,140,307	2,892,160	54,216	306,720	4,964,328	19,357,731
7	Jul	223,200,000	400,000	387	1,946,304	\$62,400	\$0	\$9,194,000	\$11,203,091	2,892,160	56,023	316,944	5,129,806	19,598,023
8	Aug	216,000,000	400,000	387	1,883,520	\$62,400	\$0	\$9,194,000	\$11,140,307	2,892,160	54,216	306,720	4,964,328	19,357,731
9	Sept	208,800,000	400,000	387	1,820,736	\$62,400	\$0	\$9,194,000	\$11,077,523	2,892,160	52,409	296,496	4,798,850	19,117,438
10	Oct	230,400,000	400,000	387	2,009,088	\$62,400	\$0	\$8,326,800	\$10,398,675	2,892,160	57,830	327,168	5,295,283	18,971,116
11	Nov	208,800,000	400,000	387	1,820,736	\$62,400	\$0	\$8,326,800	\$10,210,323	2,892,160	52,409	296,496	4,798,850	18,250,238
12	Dec	223,200,000	400,000	387	1,946,304	\$62,400	\$0	\$8,326,800	\$10,335,891	2,892,160	56,023	316,944	5,129,806	18,730,823
		2,599,200,000		\$4,640	\$22,665,024	\$748,800	\$0	\$103,390,400	\$126,808,864	\$34,705,920	\$652,399	\$3,690,864	\$59,737,414	\$225,595,461

kWh Calc 7,200,000

LLPS Base Rate per kWh 0.04879

LLPS Total Rate per kWh 0.08679

LLPS Base Rate Compared to ILP Base Rate 19.37%

LLPS Total Rate Compared to ILP Total Rate 10.03%

Industrial and Large Power Rate

25-EKCE-294-RTS settlement pricing with Riders as of 1/7/2025

Staff Exhibit JTG-2

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<u>Billing Month</u>	<u>Month</u>	<u>Energy</u>	<u>Billing kW</u>	<u>Basic Service Fee</u> \$386.67	<u>Energy Charge</u> \$0.014760	<u>Demand Charge</u> \$14.139	<u>Total Base Rate Cost</u>	<u>TDC</u> \$7.230	<u>EE</u> \$0.000251	<u>PTS</u> \$0.001420	<u>RECA</u> \$0.022983	<u>Total Cost</u>
1	Jan	223,200,000	400,000	\$387	\$3,294,432	\$5,655,600	\$8,950,419	\$2,892,160	\$56,023	\$316,944	\$5,129,806	\$17,345,351
2	Feb	208,800,000	400,000	387	3,081,888	5,655,600	8,737,875	2,892,160	52,409	296,496	4,798,850	16,777,790
3	Mar	230,400,000	400,000	387	3,400,704	5,655,600	9,056,691	2,892,160	57,830	327,168	5,295,283	17,629,132
4	Apr	201,600,000	400,000	387	2,975,616	5,655,600	8,631,603	2,892,160	50,602	286,272	4,633,373	16,494,009
5	May	208,800,000	400,000	387	3,081,888	5,655,600	8,737,875	2,892,160	52,409	296,496	4,798,850	16,777,790
6	Jun	216,000,000	400,000	387	3,188,160	5,655,600	8,844,147	2,892,160	54,216	306,720	4,964,328	17,061,571
7	Jul	223,200,000	400,000	387	3,294,432	5,655,600	8,950,419	2,892,160	56,023	316,944	5,129,806	17,345,351
8	Aug	216,000,000	400,000	387	3,188,160	5,655,600	8,844,147	2,892,160	54,216	306,720	4,964,328	17,061,571
9	Sept	208,800,000	400,000	387	3,081,888	5,655,600	8,737,875	2,892,160	52,409	296,496	4,798,850	16,777,790
10	Oct	230,400,000	400,000	387	3,400,704	5,655,600	9,056,691	2,892,160	57,830	327,168	5,295,283	17,629,132
11	Nov	208,800,000	400,000	387	3,081,888	5,655,600	8,737,875	2,892,160	52,409	296,496	4,798,850	16,777,790
12	Dec	223,200,000	400,000	387	3,294,432	5,655,600	8,950,419	2,892,160	56,023	316,944	5,129,806	17,345,351
		2,599,200,000		\$4,640	\$38,364,192	\$67,867,200	\$106,236,032	\$34,705,920	\$652,399	\$3,690,864	\$59,737,414	\$205,022,629

ILP Base Rate per kWh	\$	0.04087
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ILP Total Rate per kWh	\$	0.078879
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Large Power Load Pricing Example
(Kansas Central Jurisdiction)

		Large Load Power Service												
Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Grid Charge	Interim Capacity Charge	Demand Charge	Total Base Rate Cost	Riders				Total Cost
				\$387						TDC	EER	PTS	RECA	
		85%	400000				0			\$7.2304	\$0.000251	\$0.001420	\$0.022983	
W (kW)							0							
S							0							
W (\$)					\$0.00872	\$0.156	\$0.000	\$20.817						
S					\$0.00872	\$0.156	\$0.000	\$22.985						
1	Jan	252,960,000	400,000	\$387	\$2,205,811	\$62,400	\$0	\$8,326,800	\$10,595,398	\$2,892,160	\$63,493	\$359,203	\$5,813,780	\$19,724,034
2	Feb	236,640,000	400,000	387	2,063,501	\$62,400	\$0	\$8,326,800	\$10,453,087	2,892,160	59,397	336,029	5,438,697	19,179,370
3	Mar	261,120,000	400,000	387	2,276,966	\$62,400	\$0	\$8,326,800	\$10,666,553	2,892,160	65,541	370,790	6,001,321	19,996,366
4	Apr	228,480,000	400,000	387	1,992,346	\$62,400	\$0	\$8,326,800	\$10,381,932	2,892,160	57,348	324,442	5,251,156	18,907,038
5	May	236,640,000	400,000	387	2,063,501	\$62,400	\$0	\$8,326,800	\$10,453,087	2,892,160	59,397	336,029	5,438,697	19,179,370
6	Jun	244,800,000	400,000	387	2,134,656	\$62,400	\$0	\$9,194,000	\$11,391,443	2,892,160	61,445	347,616	5,626,238	20,318,902
7	Jul	252,960,000	400,000	387	2,205,811	\$62,400	\$0	\$9,194,000	\$11,462,598	2,892,160	63,493	359,203	5,813,780	20,591,234
8	Aug	244,800,000	400,000	387	2,134,656	\$62,400	\$0	\$9,194,000	\$11,391,443	2,892,160	61,445	347,616	5,626,238	20,318,902
9	Sept	236,640,000	400,000	387	2,063,501	\$62,400	\$0	\$9,194,000	\$11,320,287	2,892,160	59,397	336,029	5,438,697	20,046,570
10	Oct	261,120,000	400,000	387	2,276,966	\$62,400	\$0	\$8,326,800	\$10,666,553	2,892,160	65,541	370,790	6,001,321	19,996,366
11	Nov	236,640,000	400,000	387	2,063,501	\$62,400	\$0	\$8,326,800	\$10,453,087	2,892,160	59,397	336,029	5,438,697	19,179,370
12	Dec	252,960,000	400,000	387	2,205,811	\$62,400	\$0	\$8,326,800	\$10,595,398	2,892,160	63,493	359,203	5,813,780	19,724,034
		2,945,760,000		\$4,640	\$25,687,027	\$748,800	\$0	\$103,390,400	\$129,830,867	\$34,705,920	\$739,386	\$4,182,979	\$67,702,402	\$237,161,554

kWh Calc 8,160,000 LLPS Base Rate per kWh 0.04407 LLPS Total Rate per kWh 0.08051

LLPS Base Rate Compared to ILP Base Rate 16.60% LLPS Total Rate Compared to ILP Total Rate 8.45%

Industrial and Large Power Rate

25-EKCE-294-RTS settlement pricing with Riders as of 1/7/2025

Staff Exhibit JTG-3

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<u>Billing Month</u>	<u>Month</u>	<u>Energy</u>	<u>Billing kW</u>	<u>Basic Service Fee</u> \$386.67	<u>Energy Charge</u> \$0.014760	<u>Demand Charge</u> \$14.139	<u>Total Base Rate Cost</u>	<u>TDC</u> \$7.230	<u>EE</u> \$0.000251	<u>PTS</u> \$0.001420	<u>RECA</u> \$0.022983	<u>Total Cost</u>
1	Jan	252,960,000	400,000	\$387	\$3,733,690	\$5,655,600	\$9,389,676	\$2,892,160	\$63,493	\$359,203	\$5,813,780	\$18,518,312
2	Feb	236,640,000	400,000	387	3,492,806	5,655,600	9,148,793	2,892,160	59,397	336,029	5,438,697	17,875,076
3	Mar	261,120,000	400,000	387	3,854,131	5,655,600	9,510,118	2,892,160	65,541	370,790	6,001,321	18,839,930
4	Apr	228,480,000	400,000	387	3,372,365	5,655,600	9,028,351	2,892,160	57,348	324,442	5,251,156	17,553,457
5	May	236,640,000	400,000	387	3,492,806	5,655,600	9,148,793	2,892,160	59,397	336,029	5,438,697	17,875,076
6	Jun	244,800,000	400,000	387	3,613,248	5,655,600	9,269,235	2,892,160	61,445	347,616	5,626,238	18,196,694
7	Jul	252,960,000	400,000	387	3,733,690	5,655,600	9,389,676	2,892,160	63,493	359,203	5,813,780	18,518,312
8	Aug	244,800,000	400,000	387	3,613,248	5,655,600	9,269,235	2,892,160	61,445	347,616	5,626,238	18,196,694
9	Sept	236,640,000	400,000	387	3,492,806	5,655,600	9,148,793	2,892,160	59,397	336,029	5,438,697	17,875,076
10	Oct	261,120,000	400,000	387	3,854,131	5,655,600	9,510,118	2,892,160	65,541	370,790	6,001,321	18,839,930
11	Nov	236,640,000	400,000	387	3,492,806	5,655,600	9,148,793	2,892,160	59,397	336,029	5,438,697	17,875,076
12	Dec	252,960,000	400,000	387	3,733,690	5,655,600	9,389,676	2,892,160	63,493	359,203	5,813,780	18,518,312
		2,945,760,000		\$4,640	\$43,479,418	\$67,867,200	\$111,351,258	\$34,705,920	\$739,386	\$4,182,979	\$67,702,402	\$218,681,945

ILP Base Rate per kWh	\$ 0.03780
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ILP Total Rate per kWh	\$ 0.074236
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Large Power Load Pricing Example
(Kansas Central Jurisdiction)

		Large Load Power Service												
Billing Month	Month	Energy	Billing kW	Basic Service Fee	Energy Charge	Grid Charge	Interim Capacity Charge	Demand Charge	Total Base Rate Cost	Riders				Total Cost
				\$387						TDC	EER	PTS	RECA	
W (kW)		100%	400000				0			\$7.2304	\$0.000251	\$0.001420	\$0.022983	
S							0							
W (\$)					\$0.00872	\$0.156	\$0.000	\$20.817						
S					\$0.00872	\$0.156	\$0.000	\$22.985						
	1 Jan	297,600,000	400,000	\$387	\$2,595,072	\$62,400	\$0	\$8,326,800	\$10,984,659	\$2,892,160	\$74,698	\$422,592	\$6,839,741	\$21,213,849
	2 Feb	278,400,000	400,000	387	2,427,648	\$62,400	\$0	\$8,326,800	\$10,817,235	2,892,160	69,878	395,328	6,398,467	20,573,068
	3 Mar	307,200,000	400,000	387	2,678,784	\$62,400	\$0	\$8,326,800	\$11,068,371	2,892,160	77,107	436,224	7,060,378	21,534,239
	4 Apr	268,800,000	400,000	387	2,343,936	\$62,400	\$0	\$8,326,800	\$10,733,523	2,892,160	67,469	381,696	6,177,830	20,252,678
	5 May	278,400,000	400,000	387	2,427,648	\$62,400	\$0	\$8,326,800	\$10,817,235	2,892,160	69,878	395,328	6,398,467	20,573,068
	6 Jun	288,000,000	400,000	387	2,511,360	\$62,400	\$0	\$9,194,000	\$11,768,147	2,892,160	72,288	408,960	6,619,104	21,760,659
	7 Jul	297,600,000	400,000	387	2,595,072	\$62,400	\$0	\$9,194,000	\$11,851,859	2,892,160	74,698	422,592	6,839,741	22,081,049
	8 Aug	288,000,000	400,000	387	2,511,360	\$62,400	\$0	\$9,194,000	\$11,768,147	2,892,160	72,288	408,960	6,619,104	21,760,659
	9 Sept	278,400,000	400,000	387	2,427,648	\$62,400	\$0	\$9,194,000	\$11,684,435	2,892,160	69,878	395,328	6,398,467	21,440,268
	10 Oct	307,200,000	400,000	387	2,678,784	\$62,400	\$0	\$8,326,800	\$11,068,371	2,892,160	77,107	436,224	7,060,378	21,534,239
	11 Nov	278,400,000	400,000	387	2,427,648	\$62,400	\$0	\$8,326,800	\$10,817,235	2,892,160	69,878	395,328	6,398,467	20,573,068
	12 Dec	297,600,000	400,000	387	2,595,072	\$62,400	\$0	\$8,326,800	\$10,984,659	2,892,160	74,698	422,592	6,839,741	21,213,849
		3,465,600,000		\$4,640	\$30,220,032	\$748,800	\$0	\$103,390,400	\$134,363,872	\$34,705,920	\$869,866	\$4,921,152	\$79,649,885	\$254,510,694

kWh Calc 9,600,000 LLPS Base Rate per kWh 0.03877 LLPS Total Rate per kWh 0.07344

LLPS Base Rate Compared to ILP Base Rate 12.89% LLPS Total Rate Compared to ILP Total Rate 6.41%

Industrial and Large Power Rate

25-EKCE-294-RTS settlement pricing with Riders as of 1/7/2025

Staff Exhibit JTG-4

Page 2 of 2

<u>Billing Month</u>	<u>Month</u>	<u>Energy</u>	<u>Billing kW</u>	<u>Basic Service Fee</u> \$386.67	<u>Energy Charge</u> \$0.014760	<u>Demand Charge</u> \$14.139	<u>Total Base Rate Cost</u>	<u>TDC</u> \$7.230	<u>EE</u> \$0.000251	<u>PTS</u> \$0.001420	<u>RECA</u> \$0.022983	<u>Total Cost</u>
1	Jan	297,600,000	400,000	\$387	\$4,392,576	\$5,655,600	\$10,048,563	\$2,892,160	\$74,698	\$422,592	\$6,839,741	\$20,277,753
2	Feb	278,400,000	400,000	387	4,109,184	5,655,600	9,765,171	2,892,160	69,878	395,328	6,398,467	19,521,004
3	Mar	307,200,000	400,000	387	4,534,272	5,655,600	10,190,259	2,892,160	77,107	436,224	7,060,378	20,656,127
4	Apr	268,800,000	400,000	387	3,967,488	5,655,600	9,623,475	2,892,160	67,469	381,696	6,177,830	19,142,630
5	May	278,400,000	400,000	387	4,109,184	5,655,600	9,765,171	2,892,160	69,878	395,328	6,398,467	19,521,004
6	Jun	288,000,000	400,000	387	4,250,880	5,655,600	9,906,867	2,892,160	72,288	408,960	6,619,104	19,899,379
7	Jul	297,600,000	400,000	387	4,392,576	5,655,600	10,048,563	2,892,160	74,698	422,592	6,839,741	20,277,753
8	Aug	288,000,000	400,000	387	4,250,880	5,655,600	9,906,867	2,892,160	72,288	408,960	6,619,104	19,899,379
9	Sept	278,400,000	400,000	387	4,109,184	5,655,600	9,765,171	2,892,160	69,878	395,328	6,398,467	19,521,004
10	Oct	307,200,000	400,000	387	4,534,272	5,655,600	10,190,259	2,892,160	77,107	436,224	7,060,378	20,656,127
11	Nov	278,400,000	400,000	387	4,109,184	5,655,600	9,765,171	2,892,160	69,878	395,328	6,398,467	19,521,004
12	Dec	297,600,000	400,000	387	4,392,576	5,655,600	10,048,563	2,892,160	74,698	422,592	6,839,741	20,277,753
		3,465,600,000		\$4,640	\$51,152,256	\$67,867,200	\$119,024,096	\$34,705,920	\$869,866	\$4,921,152	\$79,649,885	\$239,170,918

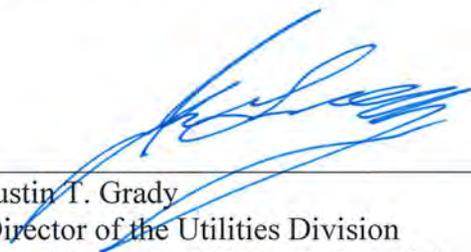
ILP Base Rate per kWh	\$ 0.03434
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ILP Total Rate per kWh	\$ 0.069013
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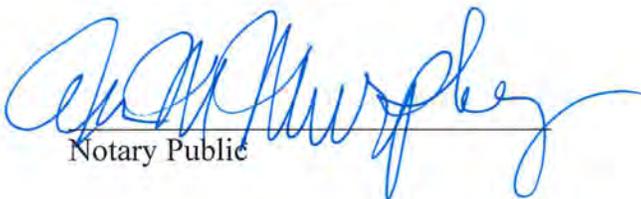
STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

VERIFICATION

Justin T. Grady, being duly sworn upon his oath deposes and states that he is Director of the Utilities Division of the Kansas Corporation Commission of the State of Kansas, that he has read and is familiar with the foregoing *Testimony*, and attests that the statements contained therein are true and correct to the best of his knowledge, information and belief.


Justin T. Grady
Director of the Utilities Division
State Corporation Commission of the
State of Kansas

Subscribed and sworn to before me this 28 day of August, 2025.


Notary Public

My Appointment Expires: 4/28/29

 NOTARY PUBLIC - State of Kansas
ANN M. MURPHY
My Appt. Expires 4/28/29

CERTIFICATE OF SERVICE

25-EKME-315-TAR

I, the undersigned, certify that a true and correct copy of the above and foregoing Testimony in Support by Justin Grady was served via electronic service this 5th day of September, 2025, to the following:

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Ann Murphy

Ann Murphy

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

IN THE MATTER OF THE APPLICATION OF)
EVERGY KANSAS METRO, INC., EVERGY)
EVERGY KANSAS SOUTH, INC., AND)
EVERGY KANSAS CENTRAL, INC. FOR)
APPROVAL OF LARGE LOAD SERVICE RATE)
PLAN AND ASSOCIATED TARIFFS.)

DOCKET NO. 25-EKME-315-TAR

TESTIMONY IN SUPPORT OF SETTLEMENT AGREEMENT

JOSH FRANTZ

ON BEHALF OF

THE CITIZENS' UTILITY RATEPAYER BOARD

SEPTEMBER 5, 2025

1 **I. Statement of Qualifications**

2 **Q. Please state your name, employer, and business address.**

3 A. My name is Joshua (Josh) Frantz. I am employed by the Citizens' Utility Ratepayer Board
4 ("CURB") as a Senior Regulatory Analyst. My business address is 1500 SW Arrowhead
5 Road, Topeka, Kansas 66604.

6
7 **Q. Describe your educational background and qualifications.**

8 A. I earned a Master of Business Administration degree from Washburn University of Topeka,
9 Kansas. I also earned a Bachelor of Business Administration degree from Washburn
10 University. My undergraduate majors were finance, marketing, and management.

11
12 **Q. Describe your professional background and qualifications.**

13 A. Since April 2019, I have served in my current position as Senior Regulatory Analyst with
14 CURB.

15 From August 2015–April 2019, I was employed by the Kansas Corporation
16 Commission ("KCC" or "Commission") in the Utilities division. I began my employment
17 with the KCC as a Senior Research Economist and was promoted to Managing Rate
18 Analyst.

19
20 **Q. Have you previously testified before the Commission?**

21 A. Yes. Over the course of my employment with CURB and prior employment with KCC

1 Staff, I have provided testimony and recommendations in several proceedings before the
2 Commission. A list of my prior filings is available, upon request.

3
4 **II. Introduction**

5 **Q. What is the purpose of your testimony?**

6 A. I am testifying in support of the *Unanimous, Comprehensive Settlement Agreement*
7 (“Agreement”) filed in this docket on August 18, 2025. My testimony provides the reasons
8 CURB recommends approval of the Agreement.

9
10 **II. Background**

11 **Q. Please provide a brief overview of the Company’s Application.**

12 A. On February 11, 2025, Evergy Metro, Inc. d/b/a/ Evergy Kansas Metro (“EKM”) and
13 Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. (together, “EKC”)
14 (collectively, “Evergy” or “Company”) filed an Application with the Commission seeking
15 approval of the proposed Large Load Power Service (“LLPS”) Rate Plan, along with
16 accompanying new and modified tariffs that are needed to implement the LLPS Rate Plan.¹

17 The LLPS Rate Plan builds on the Company’s existing rate structures for
18 commercial and industrial (“C&I”) customers but incorporates a variety of modifications
19 and optional programs designed to accommodate the unique needs and desires of large load
20 customers, while proposing numerous provisions designed to protect non-participants from

¹ Application of Evergy Kansas Metro, Inc., Evergy Kansas South, Inc., and Evergy Central, Inc. for Approval of Large Load Service Rate Plan and Associated Tariffs (Feb. 11, 2025) (“Application”).

1 undue risk and costs.²

2
3 **Q. Please briefly describe the Company’s “Path to Power” it plans to implement for**
4 **evaluation of new prospective load.**

5 A. The pace and scale of growth in large load has prompted the Company to transition from
6 individually evaluating new large customers to implementing a more streamlined and
7 holistic study process which it calls the Path to Power.³

8 Customers seeking service for new loads expected to be greater than 25 MW shall
9 be subject to an initial evaluation and study by the Company prior to receiving service.
10 Such customers must provide advance notice to the Company concerning the expected
11 load, project location, and project schedule. The Company will respond with an initial
12 evaluation detailing its conditions of service. The Company will study new load on a
13 “cluster” basis with up to four projects at a time moving through the active queue.⁴

14 Customers choosing to move forward and seek service for a project must complete and
15 comply with terms set forth in a Letter of Agreement and submit a refundable deposit of
16 \$200,000 that will be used to offset costs associated with project planning. Should costs
17 exceed the initial deposit, additional refundable deposits in increments of \$200,000 will be
18 required such that the customer pays all project planning costs associated with their
19 project.⁵

² Application, ¶6.

³ Martin Direct, pp. 7–8.

⁴ See Martin Direct, pp. 8–9.

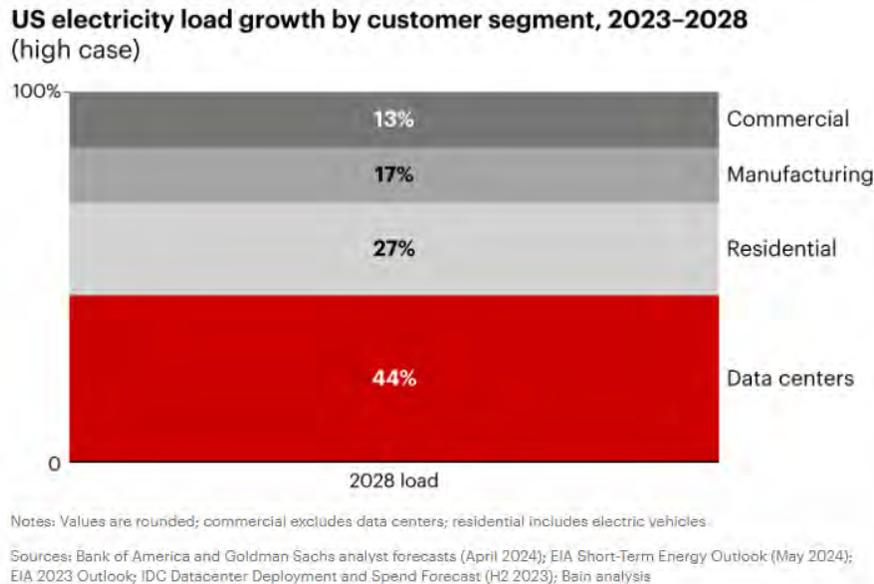
⁵ See Martin Direct, pg. 9.

1 Once details including the prospective customer's forecasted load ramp are finalized,
2 the customer will sign an Initial Projects Agreement and then the Company will send
3 necessary details to the Southwest Power Pool (“SPP”) for its review.⁶

4 After SPP evaluation, the necessary facilities will be constructed. Once all the
5 necessary facilities are in service, the customer will start taking service under all applicable
6 rates.⁷

7
8 **Q. Which kinds of customers are driving forecasted demand growth?**

9 A. Data centers are forecasted to account for the largest share of new electricity demand
10 growth in the U.S. over the next several years.



11

8

⁶ See Martin Direct, pg. 11.

⁷ Martin Direct, pg. 12.

⁸ Rouch, Denman, Hanbury, Renno, and Gray. (Oct. 2024). *Utilities Must Reinvent Themselves to Harness the AI-Driven Data Center Boom*. Bain & Company. <https://www.bain.com/insights/utilities-must-reinvent-themselves-to-harness-the-ai-driven-data-center-boom/>.

1 Data centers are crucial for the operations of cloud computing and artificial intelligence
2 which are being increasingly utilized across all sectors of the economy. As server computer
3 systems process data, they generate heat, requiring effective cooling to protect the
4 equipment. The energy required for cooling accounts for a significant portion of a data
5 center's overall energy consumption.

6
7 **Q. Please describe the unique risks large load customers pose to other ratepayer classes.**

8 A. Because of the magnitude of large customers' demand, large customers impose significant
9 risks on other ratepayer classes. Data centers' projected usage levels greatly surpass even
10 the largest customers currently being served by utilities. As a result, many utilities across
11 the country, including Evergy, are developing plans to build new generation resources to
12 meet the needs of these energy-intensive customers that exceed projected needs of current
13 customers.

14 One risk is that the loss of a large customer or a significant reduction to a large
15 customer's demand could result in stranded or under-utilized generation assets. Regardless
16 of whether the asset is used, the remaining customers would be on the hook to pay for these
17 resources for decades.

18 Another risk is that the need for energy to serve such large demands will significantly
19 impact (i.e., accelerate) the Company's generation resource acquisition plans. In addition
20 to new generation investments, utilities may also experience additional costs due to

1 required upgrades and assets to facilitate service that would not have been needed but for
2 the new large load customer.

3
4 **Q. Please provide an outline of the key features of the LLPS Rate Plan, as initially**
5 **proposed by the Company.**

6 A. From CURB's perspective, the key features of the Company's initial LLPS rate plan
7 proposal are as follows:

8 a) Applicability: Schedule LLPS rates will be applicable for new or expanding facilities
9 reasonably expected to have a maximum monthly demand of 100 MW or higher. The
10 Contract Capacity shall be the annual peak load requirement, specified by the
11 Customer, for the term of the Service Agreement.⁹

12 o Such customers locating in the state as a result of a state program established
13 for attracting large capital investments in new facilities and operations by
14 businesses engaged in advanced manufacturing; aerospace; distribution;
15 logistics and transportation; food and agriculture; or professional and technical
16 services may instead enter into a special contract with the Company subject to
17 the Commission's applicable standards.¹⁰

18 b) Term: Schedule LLPS customers will be required to take service for an initial term of
19 15 years. Within that term, a transitional load ramp period is limited to five years.¹¹

20 c) Initial Pricing: The initial Schedule LLPS rates align with Schedule LPS rates, from a
21 structure and pricing perspective.¹²

22 d) Minimum Monthly Bill: Schedule LLPS customers will be subject to a minimum
23 monthly bill requirement equal to the sum of the non-energy components of the tariff.¹³
24 The Minimum Demand shall be 80% of the annual Contract Capacity.¹⁴

25 e) Contract Capacity Reductions: After the first five years of the term, the Company will
26 allow for a reduction of Contract Capacity by up to 20%, subject to 36-months prior

⁹ Lutz Direct, Exhibit DBL-1 Schedule LLPS at Sheet 1.

¹⁰ Lutz Direct, Exhibit DBL-1 Schedule LLPS at Sheet 1.

¹¹ Lutz Direct, Exhibit DBL-1 Schedule LLPS at Sheet 1.

¹² Ives Direct, pg. 20.

¹³ Lutz Direct, Exhibit DBL-1 Schedule LLPS at Sheet 4.

¹⁴ Lutz Direct, Exhibit DBL-1 Schedule LLPS at Sheet 2.

- 1 notification.¹⁵ Reductions beyond 20% are subject to a Capacity Reduction Fee,
2 however the Company will use reasonable efforts to mitigate the capacity reduction fee
3 amount.¹⁶
- 4 f) Early Termination Fee: If the Customer chooses to terminate service under Schedule
5 LLPS prior to the end of their term, they must provide 36 months prior written notice.
6 They must pay an exit fee equal to their minimum charges over the remaining term. If
7 the customer fails to provide sufficient notice, they will be subject to an additional early
8 termination penalty equal to double the minimum charge for each month short of the
9 required 36-month required notice.¹⁷
- 10 g) Collateral Requirements: The Company will require the customer to post sufficient
11 collateral to cover 36 months of maximum expected monthly bill payments established
12 for the upcoming year. The amount of collateral will be recomputed annually, and the
13 customer shall provide the recomputed amount if it is greater than or equal to 10% of
14 the current amount held. The tariff details how the required collateral amount may be
15 reduced depending upon the customer's creditworthiness. The tariff also lists the
16 various eligible forms of collateral payment.¹⁸
- 17 h) System Support Rider ("Schedule SR"): Schedule SR applies a new, mandatory charge
18 to customers receiving service under Schedule LLPS. There are two components to
19 Schedule SR: 1) a cost recovery component to ensure the LLPS customer's rate is set
20 to recover the cost of service established in the Schedule LLPS rate design¹⁹ and 2) an
21 acceleration component designed to address the acceleration of resource investment
22 required to serve large loads.²⁰
- 23 i) Customer Capacity Rider ("Schedule CCR"): Schedule CCR is a new, optional rider
24 applicable to Schedule LLPS that is designed to allow large load customers who own
25 generating resources to contract that capacity to the Company and have that capacity
26 apply to their service.²¹
- 27 j) Demand Response & Local Generation Rider ("Schedule DRLR"): Schedule DRLR
28 provides a new rider option for Schedule LLPS customers to be compensated for using
29 load flexibility or local generation to provide demand response services to the
30 Company when needed.²²

¹⁵ Lutz Direct, Exhibit DBL-1 Schedule LLPS at Sheet 3.

¹⁶ See Lutz Direct, Exhibit DBL-1 Schedule LLPS at Sheets 3–4.

¹⁷ Lutz Direct, Exhibit DBL-1 Schedule LLPS at Sheet 4.

¹⁸ See Lutz Direct, Exhibit DBL-1 Schedule LLPS at Sheet 5.

¹⁹ Lutz Direct, pp 28–29.

²⁰ Lutz Direct, pp 29–31.

²¹ See Lutz Direct, Exhibit DBL-1 Schedule CCR.

²² See Lutz Direct, Exhibit DBL-1 Schedule DRLR.

- 1 k) Clean Energy Rider (“Schedule CER”): Schedule CER is designed to interact with the
2 Company’s Integrated Resource Planning (“IRP”) process. As the Company performs
3 its triennial formal resource planning, it establishes a Preferred Resource Plan which is
4 designed to represent the Company’s preferred resource deployment, based on lowest
5 cost and alignment with other goals. Schedule CER provides the opportunity for
6 eligible customers to sponsor modifications to the Company’s Preferred Resource Plan.
7 The Company will engage with the requesting customer to understand their desired
8 modifications, will study the alternative resource scenarios, and may then develop a
9 Clean Energy Preferred Resource Plan. The customer would execute an agreement
10 detailing their support and willingness to pay all actual costs associated with the cost
11 differential between the Preferred Resource Plan and the Clean Energy Preferred
12 Resource Plan. The Company would bill the customer on its monthly bill, over a term
13 that is no greater than the expected life of the sponsored resource, until payment of the
14 cost differential is complete.²³
- 15 l) Other Renewable/Carbon-free Programs: Other optional renewable/carbon-free
16 programs within the LLPS rate plan are the Renewable Energy Program Rider,²⁴ Green
17 Solution Connections Rider,²⁵ and Alternative Energy Credits Rider.²⁶

18
19 **Q. Based upon the proposed applicability, would any existing customers be reassigned**
20 **to Schedule LLPS?**

21 A. No. The Company indicated there is only one Kansas customer with a maximum monthly
22 demand of 100 MW or higher,²⁷ but that customer is served under a special contract.

23
24 **Q. If the Company were to maintain the status quo, what is the applicable rate schedule**
25 **for large load customers?**

26 A. The current applicable rate schedule for customers with average Billing Demand greater

²³ See Lutz Direct, Exhibit DBL-1 Schedule CER.

²⁴ See Lutz Direct, Exhibit DBL-1 Schedule RENEW.

²⁵ See Lutz Direct, Exhibit DBL-1 Schedule GSR.

²⁶ See Lutz Direct, Exhibit DBL-1 Schedule AEC.

²⁷ See Evergy response to data request Google-5 [confidential].

1 than 25 MW is Industrial and Large Power Service (“Schedule ILP”). However, I believe
2 it is more likely that customers over 50 MW of demand would negotiate an individual
3 special contract with the Company, subject to Commission approval.
4

5 **Q. Has CURB filed a response on the record regarding the initial Application?**

6 A. No, the procedural schedule in this docket is atypical. Settlement negotiations took place
7 before any responsive testimonies from CURB, KCC Staff, or other intervenors.
8 Responsive testimony was contemplated in the procedural schedule only if an agreement
9 could not be reached during settlement negotiations.
10

11 **III. Settlement**

12 **Q. Have the parties reached a settlement on this matter?**

13 A. Yes. The Agreement was filed on August 18, 2025.
14

15 **Q. Who are the signatory parties to the Agreement?**

16 A. The signatory parties are: Evergy; CURB; KCC Staff; the Data Center Coalition (“DCC”);
17 Google LLC (“Google”); Sierra Club; National Resources Defense Council; the Kansas
18 Industrial Consumers Group; Occidental Chemical Corporation; Lawrence Paper
19 Company; Spirit AeroSystems, Inc.; Associated Purchasing Services; Goodyear Tire &
20 Rubber Company; and Unified School District (“USD”) Nos. 229, 232, 233, and 512.²⁸

²⁸ Panasonic Energy Corporation of North America (“Panasonic”) and USD 259 are not a signatories, but have indicated they do not oppose the Agreement.

1 **Q. Is the Agreement a unanimous settlement agreement?**

2 A. Yes, the Agreement meets the criteria of a “unanimous settlement agreement,” as defined
3 in K.A.R. 82-1-230a(2).²⁹

4
5 **Q. Please outline the key provisions of the Agreement.**

6 A. From CURB’s perspective, the key provisions in the Agreement modify the Application as
7 follows:

- 8 a) Path to Power: Section 2 of the Company’s General Rules and Regulations will be
9 revised to reflect the framework of the Company’s Path to Power load interconnection
10 process.³⁰
- 11 b) Applicability: Schedule LLPS rates will be applicable for new facilities with a peak
12 demand forecast of 75 MW and existing customers whose monthly maximum demand
13 is expected to expand by 75 MW.³¹
- 14 c) Term: Schedule LLPS customers must take service for a minimum initial term that
15 includes up to five years of an optional transitional load ramp period plus twelve years
16 (“Term”).³² Thus, the initial Term will be between 12–17 years, inclusive of any ramp.
- 17 d) Capacity Reduction: After the first five years of the Term, the Company will allow for
18 reduction of Contract Capacity by the lesser of 25 MW or 10% of contract capacity
19 (“permissible capacity reduction”) without charge for such reduction if provided 24-
20 months prior notification.³³ Reductions beyond the permissible capacity reduction
21 parameters require 36-months prior notice and will be subject to a Capacity Reduction
22 Fee, however the Company will use reasonable efforts to mitigate the capacity
23 reduction fee amount.³⁴
- 24 e) Collateral Requirements: The Company will require the customer to post sufficient
25 collateral to cover two years of Minimum Monthly Bills.³⁵ A significant modification

²⁹ "Unanimous settlement agreement" means an agreement that is entered into by all parties to the proceeding or an agreement that is not opposed by any party that did not enter into the agreement.

³⁰ Agreement, ¶51.

³¹ Agreement, ¶8.

³² Agreement, ¶12.

³³ Agreement, ¶14.

³⁴ Agreement, ¶14.

³⁵ Agreement, ¶24.

1 in the Agreement regarding the form of collateral is that during the first five-year
2 period, the first \$40 million of the required collateral amount will be reduced by 25%
3 if such collateral is provided in the form of cash. Any cash collateral held will be
4 considered as an offset to the amount of Construction Work in Progress (“CWIP”)
5 subject to the CWIP Rider.³⁶

6 f) Schedule SR: The proposed Schedule SR has been removed and functionally
7 incorporated into other aspects of the Agreement, including the new Cost Stabilization
8 Rider (“CSR”) and the initial pricing structure.

9 g) CSR: Schedule LLPS customers eligible to receive service under the Company’s
10 Economic Development Rider (“EDR”) will be subject to the CSR, a new adjustment
11 clause designed to ensure recovery of costs incurred to serve Schedule LLPS
12 customers.³⁷ The CSR reimplements the cost recovery component originally proposed
13 in Schedule SR.

14 h) Initial Pricing: The Demand Charge component of Schedule LLPS for both EKC and
15 EKM has been significantly increased.³⁸ This corresponds with the removal of
16 Schedule SR’s acceleration component.

17 i) Clean Energy Rider (“Schedule CER”): The Agreement modifies the eligible
18 replacement resources customers can support to include distributed energy resources
19 such as demand-side management and energy efficiency. It also expands the scope of
20 alternative plan options that customers can support to include the replacement of
21 identified existing resources.³⁹

22
23 **Q. Based upon the applicability provision of the Agreement, would any existing**
24 **customers be reassigned to Schedule LLPS?**

25 A. No existing customers would be reassigned to Schedule LLPS. The 75 MW demand
26 threshold is only applicable for new facilities or expansion by existing customers.

³⁶ Agreement, ¶38.

³⁷ Agreement, ¶20.

³⁸ Agreement, Attachment 1 Exhibit A.

³⁹ Agreement, ¶41.

1 **IV. Evaluation**

2 **Q. Do electric public utilities in Kansas have an obligation to serve large load customers?**

3 A. Yes, within reasonable parameters. Under K.S.A. 66-101b, electric public utilities in
4 Kansas are “required to furnish reasonably efficient and sufficient service and facilities for
5 the use of any and all products...” but are also required “to establish just and reasonable
6 rates, charges and exactions and to make just and reasonable rules, classifications and
7 regulations.”

8 Thus, there is a duality underlying the terms between the utility and its customers,
9 particularly between the utility and large C&I customers whose strategic plans for
10 development and expansion are strongly influenced by energy cost. The utility must furnish
11 electric service, but, ultimately, it is the customer’s decision whether to accept the utility’s
12 Commission-approved terms for service or reject those terms and elect to operate/expand
13 elsewhere.

14
15 **Q. Is there public policy in Kansas designed to attract data centers to locate in the state?**

16 A. Yes. In particular, K.S.A. 79-3606 provides a sales tax exemption for the construction,
17 reconstruction, enlarging, or remodeling of certain qualified data centers. I believe that this
18 recent legislation demonstrates decisionmakers’ desire to incentivize such customers to
19 locate and do business in Kansas.

1 **Q. Is there federal public policy designed to accelerate the development of data centers?**

2 A. Yes. On July 23, 2025, President Trump issued Executive Order 14318 Accelerating
3 Federal Permitting of Data Center Infrastructure. Its stated Policy and Purpose includes
4 the following statement:

5 We will pursue bold, large-scale industrial plans to vault the United States
6 further into the lead on critical manufacturing processes and technologies
7 that are essential to national security, economic prosperity, and scientific
8 leadership. These plans include artificial intelligence (AI) data centers and
9 infrastructure that powers them, including high-voltage transmission lines
10 and other equipment.⁴⁰

11
12 Although I am unaware of any specific plans that have been put forward, this is a
13 clear policy signal from the federal government to promote activity that facilitates the
14 proliferation of data center infrastructure in the U.S.

15
16 **A. Three-Factor Test for Unanimous Settlement Agreements**

17 **Q. What criteria does the Commission generally consider when reviewing unanimous
18 settlement agreements?**

19 A. Generally, the Commission will accept a unanimous settlement agreement if the following
20 three criteria are met: 1) the agreement is supported by substantial competent evidence; 2)
21 the agreement will result in just and reasonable rates/charges; and 3) the results of the
22 agreement are in the public interest.⁴¹

⁴⁰ Executive Order 14318 §1.

⁴¹ In Docket No. 08-ATMG-280-RTS, the Commission developed a five-factor test for review of non-unanimous settlement agreements. More recent Commission Orders have used a three-factor test for review of unanimous settlement agreements (e.g., Order Approving Unanimous Settlement Agreement, ¶¶17–18, Docket No. 21-BHCG-418-RTS [Dec. 30, 2021]).

1 **1. Substantial Competent Evidence**

2 **Q. Is the Agreement supported by substantial competent evidence on the record?**

3 A. Yes, I believe the Agreement is supported by substantial and competent evidence on the
4 record.

5 The Company's Application was supported by testimony and workpapers from
6 three witnesses. Parties issued discovery requests to which the Company responded.

7 In preparation for settlement negotiations, the parties participated in at least six
8 extensive technical conferences/breakout sessions that were facilitated by Evergy. CURB
9 greatly appreciates the work and preparation that Evergy put into organizing those sessions.

10 A record of evidence supporting the Agreement will be established in Settlement
11 Testimony from signatories to the Agreement. Along with my testimony, I expect other
12 signatories will also file testimony supporting the Agreement.

13 Lastly, the Agreement is heavily influenced by recently approved large load service
14 plans in other states⁴² (in particular, Indiana^{43,44}) which have substantial and competent
15 records of evidence on the record in those respective jurisdictions.

⁴² See Smart Electric Power Alliance's Database of Emerging Large-Load Tariffs (DELTA) for a comprehensive comparison tool. <https://sepapower.org/large-load-tariffs-database/>

⁴³ See Order of the [Indiana Regulatory] Commission, Cause No. 46097 (Feb. 19, 2025) ("IN Agreement").

⁴⁴ Examples: a) The Term of 12–17 years, including up to 5 years of ramp, in the KS Agreement is equivalent to the Mandatory Term provision in the IN Agreement and b) The Minimum Demand of 80% of contract capacity in the KS Agreement is equivalent to the Monthly Billing Demand provision in the IN Agreement.

1 Other charges in Schedule LLPS include an Exit Fee, a Minimum Monthly Bill,
2 and collateral provisions. These provisions are designed to provide additional safeguards
3 against the financial impacts associated with load growth from large customers.

4 The Exit Fee provisions are just and reasonable because they encourage LLPS
5 customers to stay on the system for the length of the contract and reduce the risk that other
6 ratepayers will be burdened with costs associated with unused assets.

7 The Minimum Demand coupled with the Minimum Monthly Bill provisions are
8 just and reasonable because they will help ensure LLPS customers consistently pay their
9 fair share of costs to serve their demand, especially in the event of significant changes to
10 operations due to technological advances in efficiency for the energy demand of services.

11 The Agreement's extensive provisions regarding collateral from LLPS customers
12 are just and reasonable because these provisions provide a pool of money to draw from in
13 the event of default or unpaid services by the customer. Further, the Agreement encourages
14 cash deposits to offset construction costs incurred through the Predetermination process in
15 Kansas. Such consideration was absent in the initial Application and provides a layer of
16 benefits for existing customers who will be paying for resources before they are placed into
17 service.

18
19 **3. Public Interest**

20 **Q. Is the Agreement in the public interest?**

21 **A.** Yes, I believe approval of the Agreement is in the public interest.

1 Collectively, the signatories represent a wide array of ratepayer classes and diverse
2 customer interests, with KCC Staff covering the broad perspective of the public interest.
3 Generally, each party is unwilling to make concessions for an unreasonable position. The
4 fact that all parties were able to collaborate and present a unanimous resolution of the issues
5 in this case is a strong indicator that the public interest standard is met.

6 CURB has evaluated the relative risk that extensive litigation could result in
7 identical or less favorable outcomes for ratepayers on a number of provisions. Additionally,
8 if the Agreement is approved, the parties will avoid the costly and time-consuming process
9 of preparing for and conducting a fully litigated and contentious evidentiary hearing. It is
10 in the public interest to avoid such litigation costs when possible.

11 Because there is national and state-level public policy promoting economic growth
12 and technological advancement, it is encouraging that parties representing prospective
13 large load customers (i.e., DCC and Google) are signatories to the Agreement. Enacting
14 tariffs that would turn away prospective large load customers (i.e., a tariff with no
15 interested participants) would be an inefficient outcome relative to the public policy goals
16 of economic and technological development. That is not to say CURB's mindset during
17 negotiations was to reach an agreement at any cost, but I do feel significant relief that a
18 reasonable agreement was reached with prospective customers as signatories.

1 **B. Concerns**

2 **Q. Despite CURB’s support for the Agreement, do you have any ongoing concerns?**

3 A. Yes. I do still have some lingering concerns regarding a couple provisions of the
4 Agreement and large load growth generally, which I believe are appropriate to highlight
5 now in lieu of the filing of direct and other responsive testimony. As Kansas begins serving
6 large load customers and gains experience and data related to the same, clarity on the
7 following issues may be acquired and regulators and stakeholders can effectively evaluate
8 them in the future.

9
10 **1. Term**

11 My primary concern is that the agreed-upon contract Term is substantially shorter than the
12 presumed life of the next generation resource—the Term will range between 12–17 years,
13 depending on the duration of ramp, yet the expected service life of a combined-cycle
14 natural gas plant is approximately 40 years.⁴⁶ Thus, the loss of a large customer after the
15 end of the initial Term could result in stranded or under-utilized generation assets due to
16 this mismatch in timing.

17 The tariff does have considerations for extension of the initial Term, and I imagine
18 every prospective customer will genuinely attest their intention is to continue to operate
19 well beyond their initial Term. There may also be incoming customers or future expansion

⁴⁶ See Direct Testimony of Darrin Ives, Exhibit DHI-1 pg. 1, Docket No. 25-EKCE-207-PRE (Nov. 6, 2024).

1 projects sufficient to counteract any exiting demand. Yet, there are already tech industry
2 pundits expressing concern of an approaching “A.I. bubble.”⁴⁷

3 I would have preferred a minimum term of at least 20 years, which is closer toward
4 the high end of the range of duration for Power Purchase Agreements.⁴⁸ This is also
5 consistent with the recommendation of the Office of the Public Counsel in Evergy’s
6 pending LLPS case in Missouri.⁴⁹ However, reaching a unanimous settlement generally
7 requires some level of compromise. This was the main provision of compromise for CURB.
8

9 2. Incorporation of the CER into the IRP Process.

10 The IRP ultimately determines the Company’s Preferred Resource Plan and is a
11 foundational process for other proceedings before the Commission. This was materially
12 evident in Evergy’s most recent predetermination request in Docket No. 25-EKCE-207-
13 PRE (“25-207 Docket”). The Commission reviews each annual IRP update, but only
14 insofar as to evaluate whether the update complies with the reporting requirements under
15 the IRP framework. Under the framework, the Commission is not setting out to make
16 substantive findings or issue approval of any determination or analysis done by the
17 Company.⁵⁰ In the past, intervenors have highlighted numerous aspects of the IRP and

⁴⁷ Butts, D. (Aug 18, 2025) “OpenAI’s Sam Altman sees AI bubble forming as industry spending surges” *CNBC*
<https://www.cnbc.com/2025/08/18/openai-sam-altman-warns-ai-market-is-in-a-bubble.html>.

⁴⁸ Customer Power Purchase Agreements, *U.S. Environmental Protection Agency*
<https://www.epa.gov/statelocalenergy/customer-power-purchase-agreements>.

⁴⁹ Rebuttal Testimony of Geoff Marke on behalf of the [Missouri] Office of the Public Counsel, pg. 16, Case No.
EO-2025-0154 (July 25, 2025).

⁵⁰ Comments of CURB Regarding the 2025 Annual Update IRP Filing, ¶6, Docket No. 24-EKCE-387-CPL (Jul. 2,
2025).

1 preferred portfolio that could be improved through responsive changes in analyses but were
2 ultimately rejected by the Company.

3 Schedule CER further complicates the IRP process by allowing LLPS customers to
4 sponsor the procurement of clean energy resources and/or replacement of identified
5 existing resources in lieu of or in addition to the Company's Preferred Resource Plan.
6 Included in these broad options, LLPS customers will be allowed to support the
7 procurement of distributed energy resources such as demand-side management and energy
8 efficiency. LLPS customers can also sponsor the replacement (i.e., early retirement) of
9 fossil generation resources. Schedule LLPS specifies, "All aspects of this Rider will occur
10 within the normal timing and execution of the Company's IRP process."⁵¹

11 It can generally be inferred that any alternative resource sponsored by an LLPS
12 customer through Schedule CER was either rejected or was not considered in the
13 determination of the Preferred Resource Plan and, therefore, will likely have additional
14 associated cost and/or other drawbacks. Schedule CER requires the LLPS customer to
15 commit to cover any cost differential between the modified plan and the Preferred Resource
16 Plan, but other drawbacks may be more difficult to quantify and compensate.

17 I anticipate this issue will be raised and addressed in a separate proceeding when
18 Schedule CER is utilized and alternative resources are proposed, so I do not think it is
19 necessary that this concern be immediately resolved in order to move forward with the
20 Agreement.

⁵¹ Lutz Direct, Exhibit DBL-1 Schedule CER Sheet 2.

1 **3. Potential for “larger than large” demands.**

2 The conceptual top-end wattage of “large” demand seems to be radically expanding week-
3 to-week. In the time since the Agreement was signed, I have become aware of a 5 GW data
4 center project in Louisiana⁵² and a 10 GW data center project in Wyoming (for context, 10
5 GW in Wyoming is equivalent to 5x the residential consumption of the entire state).⁵³ This
6 leads me to wonder whether an uncapped LLPS rate class will be sufficient for EKC and
7 EKM or whether additional stratification and tariff provisions may be justified. Perhaps
8 additional levels of large demarcation (e.g., similar to clothing: L, XL, XXL) with
9 increasingly strict or unique provisions to protect non-participants may become necessary.

10 On a related note, I am concerned there is a risk that these large customers will be
11 “too big to fail,” and may attempt to use that leverage to their advantage at the end of the
12 Term, which we have already experienced on a smaller scale (although not perceived as
13 small scale at the time) with special contracts that are premised upon the consequences to
14 the remaining system if certain customers would bypass service or leave the territory.

15
16 **Q. Do you still support the agreement, despite your stated concerns?**

17 **A. Yes.** My concerns do not deter my support of the Agreement. In every settlement, some
18 concessions are generally made by some or all parties. Despite my lingering concerns, I

⁵² Nolan, D. (Aug. 24, 2025) “Meta is sinking \$10 billion into rural Louisiana to build the home of its wildest AI aspirations, setting the template for the nation’s grid buildout” *Fortune* <https://fortune.com/2025/08/24/meta-data-center-rural-louisiana-framework-ai-power-boom>

⁵³ Volenik, A. (Aug. 25, 2025) “An Enormous Data Center In Wyoming Will Consume 5x More Power Than The State's People. The Owner Remains A Mystery” *Benzinga* via *Yahoo! Finance* <https://finance.yahoo.com/news/enormous-data-center-wyoming-consume-154608830.html>

1 strongly believe the Agreement is a significant improvement over the status quo. Globally,
2 electric utilities are attempting to design tariffs and rules for prospective customers with
3 demands larger than ever before contemplated. I expect that utility tariffs and regulations
4 pertaining to large load customers (data centers, in particular) will continue to develop
5 incrementally as new experiences and best practices emerge.

6
7 **V. Conclusion**

8 **Q. Please summarize your comments.**

9 A. CURB supports the Agreement because it meets the Commission's criteria for approval of
10 unanimous settlement agreements: 1) it is supported by substantial competent evidence; 2)
11 it will result in just and reasonable rates or charges; and 3) it is in the public interest. Thus,
12 the Commission should approve the Agreement.

13 I do have some lingering concerns, but those concerns do not deter me from
14 supporting the Agreement.

15
16 **Q. Does this conclude your testimony?**

17 A. This concludes my written testimony. A virtual Settlement Hearing is scheduled for
18 October 8, 2025. I plan to be available to answer any Commission questions at that time.

VERIFICATION

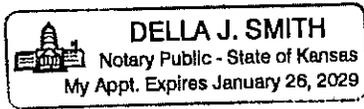
STATE OF KANSAS)
)
COUNTY OF SHAWNEE) ss:

I, Josh P. Frantz, of lawful age and being first duly sworn upon my oath, state that I am a Senior Regulatory Analyst for the Citizens' Utility Ratepayer Board; that I have read and am familiar with the above and foregoing document and attest that the statements therein are true and correct to the best of my knowledge, information, and belief.



Josh Frantz

SUBSCRIBED AND SWORN to before me this 4th day of September, 2025.





Notary Public

My Commission expires: 01-26-2029.

CERTIFICATE OF SERVICE

25-EKME-315-TAR

I, the undersigned, hereby certify that a true and correct copy of the above and foregoing document was served by electronic service on this 5th day of September, 2025, to the following:

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Della Smith
Senior Administrative Specialist

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

In the Matter of the Application of Evergy)
Kansas Metro, Inc., Evergy Kansas South, Inc.,)
Evergy Kansas Central, Inc. for Approval of) Docket No. 25-EKME-315-TAR
Large Load Power Service Rate Plan and)
Associated tariffs)

TESTIMONY IN SUPPORT OF UNANIMOUS SETTLEMENT AGREEMENT

DARRIN R. IVES

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

September 5, 2025

1 **I. INTRODUCTION AND PURPOSE OF TESTIMONY**

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

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

5 **Q. Are you the same Darrin R. Ives who filed Direct testimony in this docket?**

6 A. Yes, I am.

7 **Q. By whom are you employed and in what position?**

8 A. I am employed by Evergy Metro, Inc. and serve as Senior Vice President – Regulatory
9 and Governmental Affairs for Evergy Metro, Inc. d/b/a Evergy Kansas Metro (“Evergy
10 Kansas Metro” or “EKM”), and Evergy Kansas Central, Inc. and Evergy Kansas South,
11 Inc., collectively d/b/a as Evergy Kansas Central (“Evergy Kansas Central” or “EKC”),
12 the operating utilities of Evergy, Inc., as well as Evergy Missouri Metro (“Evergy
13 Missouri Metro”), and Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy
14 **Q. Missouri West”).**

15 **A. On whose behalf are you testifying in this proceeding?**

16 I am testifying on behalf of Evergy Kansas Metro and Evergy Kansas Central
17 **Q. (collectively the “Company”).**

18 **A. What is the purpose of your testimony?**

19 The purpose of my testimony is to support the Unanimous Settlement Agreement
20 (“Settlement Agreement”) filed in this docket on August 18, 2025, and to explain why the
21 Settlement Agreement should be approved by the State Corporation Commission of the
22 State of Kansas (“Commission” or “KCC”) under its standard three-part test for evaluating
 unanimous settlements. Specifically, I explain how the Settlement Agreement is supported

1 by substantial competent evidence based on the record taken as a whole; why it results in
2 just and reasonable rates; and why it is in the public interest.

3 In summary: the Company's Large Load Power Service ("LLPS") Rate Plan, as
4 modified by the Settlement Agreement, appropriately balances both the risks and benefits
5 presented by new large load customers. Among other things, the Settlement Agreement
6 establishes reasonable protections and safeguards for the Company's existing customers,
7 ensures that new large load customers will pay their share of system costs associated with
8 serving new large loads, and provides a competitive rate program that will help drive
9 economic development in Kansas. The Settlement Agreement is supported by a diverse
10 range of stakeholders who collectively bring forward multiple viewpoints and perspectives,
11 all of which are reflected in the negotiated Settlement Agreement.

12 **Q. How is the remainder of your testimony organized?**

13 A. The remainder of my testimony is organized as follows:

- 14 • Section II: Background and Overview of Application
- 15 • Section III: Overview of Settlement Agreement Terms
- 16 • Section IV: Application of Test for Commission Approval of Unanimous Settlements

17 **Q. Are any other witnesses testifying on behalf of Evergy in this proceeding?**

18 A. Yes, in addition to my testimony, Mr. Bradley D. Lutz is also providing testimony on behalf
19 of the Company. Mr. Lutz supports the Company's updated tariff sheets, which reflect the
20 terms agreed to in the Settlement Agreement.

1 **II. BACKGROUND AND OVERVIEW OF APPLICATION**

2 **Q. Please provide an overview of the issues raised and positions advanced by the**
3 **Company in its application and Direct testimony.**

4 A. The electric industry is experiencing a period of unprecedented change in demand trends,
5 driven largely by the extreme energy needs of data centers and other large manufacturing
6 customers and the electrification of industry. There is significant growth in electric demand
7 nationwide driven by the emergence of large-scale, energy-intensive customers –
8 particularly those in the data center services and advanced manufacturing sectors. Much
9 of this demand is due to increased need for cloud data services, the growing digitization of
10 business and daily life, and the rapid evolution of generative artificial intelligence (“AI”)
11 technologies, which has led to a surge in demand for high performance computing
12 infrastructure that requires vast amounts of electricity to support intensive computational
13 workloads.¹

14 **Q. Are there benefits to serving large loads for the state of Kansas?**

15 A. Yes. Kansas is well-positioned to benefit from serving these large loads, and attracting
16 such customers to the state will drive economic benefits. There is significant interest in
17 large load customers constructing facilities in Kansas. As stated in my Direct testimony,
18 the Company is working with over 20 prospective large load customers representing more
19 than 6 GW of incremental demand to locate in its service territory.² Since filing my Direct
20 testimony, interest from and activity with prospective large load customers across our
21 service territories has only intensified and accelerated while the prospective customers

¹ Ives Direct at 4-6.

² Ives Direct at 13.

1 await regulatory clarity from this proceeding and a companion proceeding in Missouri.
2 These customers are expected to provide substantial economic development benefits to the
3 state, including thousands of jobs (both construction and permanent), incremental tax
4 revenues, and economic growth in communities near data centers.³ There are also
5 important national and economic security reasons for bringing data centers to Kansas.⁴
6 Recognizing these and other benefits, the state has engaged in efforts to attract large loads
7 to Kansas.⁵ For these reasons, the Commission should encourage the development of large
8 load tariffs designed to attract prospective customers. Additionally, for Kansas to be
9 nationally competitive, the terms of large load tariffs should be competitive with tariffed
10 offerings in other states where customers could choose to locate their facilities.

11 **Q. Are there risks or other considerations associated with serving large load customers**
12 **that are distinct from other customers?**

13 A. Yes. As detailed in the Company’s Direct testimony, the nature and magnitude of today’s
14 new large loads, including the system costs needed to support them, presents unique risks
15 to existing customers and the utilities that serve them. Traditional approaches to serving
16 industrial customers do not adequately mitigate these risks. In particular, the size of
17 today’s large loads is often multiples of many of the largest load customers historically
18 served by utilities. As the Company stated in its Direct testimony, “[e]ven at half the
19 projected growth levels, these [large load] projects remain significant and are multiple
20 times larger than existing customers.”⁶ Large load customers seeking service from the

³ Ives Direct at 11.

⁴ Ives Direct at 4.

⁵ Ives Direct at 12-13.

⁶ Ives Direct at 11.

1 Company are often highly engaged in their understanding of energy utility ratemaking, and
2 some even maintain their own portfolio of renewable resources to support their
3 comprehensive corporate sustainability goals.⁷

4 Given these differentiating factors, large load customers have the potential to
5 profoundly impact the Company’s resource adequacy; they are also driving investment in
6 new generation in a way unlike any other customer or customer class.⁸ The large
7 investments needed to safely and reliably serve large load customers present a risk of
8 stranded costs if a large load customer leave the Company’s service area, making it
9 necessary for the Company to consider ways to mitigate the possibility of such costs.⁹

10 Broader market and policy dynamics present additional considerations. Capacity
11 across the nation is extremely constrained, driven by decades of clean energy transition
12 work, permitting challenges, retirement of generation, and load growth. In turn, this is
13 driving extreme demand but without the corresponding supply side resources to serve that
14 demand, especially in Midwestern markets.¹⁰ Costs of generation are increasing, and
15 supply chain challenges are adding complexity, delay, and cost to deployment of new
16 generation. Tariff and tax policy changes are also driving uncertainty, cost, and delay.

17 These factors—where both the high costs of new generation and the size of the
18 existing rate base compared to the magnitude of new large loads—create risk for a financial
19 shortfall if a utility invests heavily in new generation to serve large customers that then
20 withdraw from its service territory, and also cross-subsidization risk if utility rates are not

⁷ Lutz Direct at 9.

⁸ Lutz Direct at 29-30.

⁹ Ives Direct at 15-16.

¹⁰ See Southwest Power Pool, “*Our Generational Challenge: A Reliability Future for Electricity*” at 10-14.

1 designed to ensure costs are allocated appropriately. As such, it is critical to manage and
2 mitigate these risks through: (1) effective rate design, and (2) implementation of
3 standardized commercial principles. Through the LLPS Rate Plan, as modified by the
4 Settlement Agreement, the Company will help ensure that Kansas is well-positioned to
5 benefit from serving large loads, while also reasonably mitigating the potential risks these
6 important customers present.

7 **Q. What did the Company request in its initial application?**

8 A. The Company filed its application on February 11, 2025, seeking approval of a new tariffed
9 offering specifically tailored to serving customers with substantially greater demand for
10 electricity than other customers.¹¹ The LLPS Rate Plan builds on the Company's existing
11 rate structures for commercial and industrial customers but is enhanced to accommodate
12 large load customers. Key among the features of the LLPS Rate Plan is a new rate offering,
13 Schedule LLPS, which sets forth the specific terms for service to large load customers.
14 The LLPS Rate Plan also includes a selection of new and existing tariffed offerings that
15 will address the unique needs of large customers while protecting existing customers and
16 non-participants. Another key feature of the LLPS Rate Plan is the "Path to Power," which
17 reflects strategic updates to the Company's queue process that will enable more transparent
18 and efficient interconnection for new customers over twenty-five megawatts (25 MW).

19 The Company's Schedule LLPS tariff includes a number of commercial principles
20 that respond to the unique risks and circumstances presented by large load customers,
21 including:

¹¹ Evergy's Application for Approval of Large Load Service Rate Plan and Associated Tariffs (Feb. 11, 2025).

- 1 (1) A minimum load threshold to qualify as a large load;
- 2 (2) A minimum service contract term;
- 3 (3) Minimum demand charges and a minimum monthly bill;
- 4 (4) Creditworthiness and collateral requirements;
- 5 (5) Permissible capacity reductions in limited cases without a fee; and,
- 6 (6) Fees for substantial capacity reductions or early termination of the service
- 7 agreement.

8 The Company also included provisions in its LLPS Rate Plan to ensure that large
9 load customers pay the costs of dedicated facilities needed to serve them, without shifting
10 dedicated facility costs to other customers. Many, if not all, of these principles align with
11 nationally emerging large load tariff designs.

12 **Q. What other requests did the Company include in its application?**

13 A. In addition to the Schedule LLPS tariff, the Company also included a number of other
14 proposals designed to support implementation of the LLPS Rate Plan, including several
15 new and updated optional riders, revisions to existing tariffs, and updates to the Company's
16 General Rules and Regulations to reflect adoption of the LLPS Rate Plan.¹² These
17 additional proposals are also discussed in more detail in the settlement testimony of
18 Company witness Mr. Lutz.

19 **Q. Did intervenors file testimony in this proceeding?**

20 A. No. This proceeding is somewhat unique from a procedural perspective. Recognizing the
21 nature of the substantive issues involved, Evergy and parties to this proceeding
22 (collectively, the "Parties") negotiated a procedural schedule that included multiple rounds

¹² Lutz Direct at 55-56.

1 of technical conferences, along with two potential deadlines for filing settlement
2 agreements. This structure was intentionally developed to facilitate open and transparent
3 dialogue between the Parties regarding the Company’s proposals, with the goal of reaching
4 a collaborative resolution—ideally supported by all Parties. We accomplished that.
5 Although the Parties needed to make relatively minor adjustments to the procedural
6 schedule to accommodate our ongoing settlement negotiations, the unique procedural
7 schedule enabled us to reach a Settlement Agreement prior to the deadline for Staff and
8 intervenor testimony. While other Parties did not ultimately file responsive testimony, they
9 had significant opportunity to vet the Company’s proposals through discovery, technical
10 conferences, and settlement meetings.

11 **III. OVERVIEW OF SETTLEMENT AGREEMENT TERMS**

12 **Q. Did the parties reach a unanimous global settlement in this case?**

13 A. Yes. In accordance with the Commission’s Order Setting Procedural Schedule entered on
14 May 6, 2025, the Parties participated in multi-day settlement discussions. As a result of
15 these and subsequent negotiations, the Parties have reached a unanimous settlement that
16 comprehensively resolves all issues in this proceeding.

17 **Q. Is the Settlement Agreement unanimous?**

18 A. Yes. All but two Parties signed the Settlement Agreement, and the two parties that did not
19 sign, Panasonic Energy Corporation of North America and Unified School District No.
20 259, Sedgwick County, Kansas (“USD 259”), are not opposed to the Settlement

1 Agreement. Therefore, under Commission regulation,¹³ the Settlement Agreement is
 2 considered a unanimous settlement agreement.

3 **Q. Please provide an overview of changes between the Company’s application and the**
 4 **Settlement Agreement.**

5 A. Broadly speaking, the Settlement Agreement is generally consistent with the Company’s
 6 initial application, but the Parties have agreed to several modifications from Company’s
 7 initial application, including, for example, the load threshold, minimum service term,
 8 collateral/creditworthiness requirements, permissible capacity reductions, and initial
 9 pricing provisions. A summary of key modifications is reflected in the following table:

10 **Table 1: Comparison of Key Changes to Schedule LLPS Between Evergy’s Initial**
 11 **Application and the Settlement Agreement**

Term/Condition	Application	Settlement Agreement
Load Threshold/Applicability of LLPS Rate Plan	Customers with a maximum monthly demand over 100 MW.	Customers with a maximum monthly demand over 75 MW, or existing customers with a maximum monthly demand expected to expand by 75 MW.
Minimum Contract Term	15 years, which may include a ramp of no more than 5 years.	12 years, plus an optional ramp of no more than 5 years.
Mechanism for Recovering Costs Additional costs to Serve Large Loads	Yes (System Support Rider).	Yes (Cost Stabilization Rider and increased Demand Charge).
Capacity Reductions	Permissible reduction of maximum contract capacity by up to 10% one time after the first five years with 36 months prior notice; additional reductions are subject to a Capacity Reduction Fee.	Permissible reduction of maximum contract capacity by up to 10% or 25 MW (whichever is lower) one time after the first five years with 24 months prior notice; additional capacity reductions require 36 months prior notice and are subject to a Capacity Reduction Fee.

¹³ KAR § 82-1-230a.

Term/Condition	Application	Settlement Agreement
		Clarification regarding computation of Capacity Reduction Fee and timing of payment.
Exit Fee	<p>Exit fee based on the aggregate minimum demand charges for the remainder of the term after termination.</p> <p>An additional Early Termination Fee applies if customer seeks to terminate with less than 36-months' notice equal to the minimum charge multiplied by two for each month less than the required 36-month required notice will apply.</p>	Same basic requirements as initial application, but with clarification regarding computation of Exit Fee and timing of payment.
Financial Security/ Credit Requirements	<p>Customer must provide financial security for its obligations equal to two years of minimum monthly bills.</p> <p>Customers will be eligible for exemption from 40% or 50% of the collateral requirement if they maintain good credit and liquidity, with the amount of the exemption based on the customer's credit rating.</p> <p>The collateral requirement must be provided at the time of the Service Agreement execution and must be (i) a guarantee from the ultimate parent or a corporate affiliate of the customer for the full collateral requirement, (ii) a standby irrevocable letter of credit for the full collateral requirement, or (iii) cash for the full collateral requirement.</p>	<p>Same basic requirements as initial application, but with the addition of:</p> <ul style="list-style-type: none"> • 25% and 60% exemption tiers; • Additional exemption for satisfying collateral requirement with cash; • Expansion and clarification of scope of entities eligible to provide guarantee; and • Clarification regarding when the Company can draw on collateral.

Term/Condition	Application	Settlement Agreement
Initial Pricing	Direct testimony included a table outlining initial pricing for large load customers.	Exhibit A of the Settlement Agreement includes an updated table on initial pricing; Settlement Agreement outlines process for future updates to pricing table.
Transparency Measures	Annual reports filed with the Commission on customers taking service under LLPS Rate Plan.	Same general requirements as initial application, but also includes customers who expand. Meetings with KCC Staff and CURB at least annually to provide updates on the LLPS Rate Plan
Renewable/Carbon Free Attribute Procurement Riders	LLPS Rate Plan includes various optional riders to help customers to achieve renewable or carbon free goals	The Settlement Agreement includes the same riders as the initial application with clarifications on the scope and purpose of various riders; Clean Energy Choice Rider includes clarification of the types of resources that may be considered and that any agreement between the customer and the Company would be submitted to the Commission in a predetermination filing

1

2 **Q. For purposes of this proceeding, is the Settlement Agreement a reasonable resolution**

3 **of the issues involved in this case?**

4 A. Yes. Taken in its entirety, the Settlement Agreement is a reasonable resolution of all issues

5 presented in this docket. The outcomes provided in the Settlement Agreement are aligned

6 with the positions taken by the Company in its Direct testimony while also responsive to

7 concerns raised during settlement negotiations about the Company’s initial application.

8 The Company expects that other Parties will explain how the Settlement Agreement

9 appropriately responds to their concerns through their settlement testimony.

1 **Q. Are there any changes that the Company would like to discuss in greater detail?**

2 A. Yes. While most changes are relatively straightforward and require little explanation,
3 several changes warrant further discussion. Specifically:

4 (1) Remove the System Support Rider (“SR”) and establish the Cost Stabilization
5 Rider (“CSR”);

6 (2) Changes to initial pricing; and,

7 (3) Changes to the collateral and creditworthiness requirements.

8 **Q. Does the CSR achieve the same goals as the SR?**

9 A. Only in part. The fundamental purpose of the SR as proposed in the Company’s initial
10 application was to ensure appropriate recovery of costs incurred to serve large load
11 customers, including by preventing potential underpayment and/or cost-shifts from
12 Schedule LLPS customers who also take service under an Economic Development Rider
13 (“EDR”).¹⁴ The Company noted that such a recovery mechanism is important because large
14 load customers have needs and characteristics that could increase costs for other customers
15 if not properly addressed, such as by causing the Company to build or procure additional
16 generation resources to meet the new system load and maintain the Company’s Southwest
17 Power Pool (“SPP”)-established reserve margins. As such, the Company proposed a two-
18 part SR, including an Acceleration Component and a Cost Recovery Component
19 explaining that the LLPS Rate Plan requires a mechanism for mitigating potential cross-
20 subsidization, while also providing rate benefits to non-participants.¹⁵

¹⁴ Martin Direct at 18-19; Lutz Direct at 28.

¹⁵ Lutz Direct at 29-30

1 The CSR is not a complete replacement for the SR but will nevertheless help to
2 ensure that LLPS customers who also take service under an EDR pay the costs associated
3 with serving them while avoiding an unreasonable cost-shift to non-participants. As
4 described in the Settlement Agreement, the CSR will be calculated based on comparing a
5 given large load customer's estimated base rate revenue and estimated final bill revenue
6 prior to applying certain other riders. Estimated base rate revenue is calculated as the
7 revenue produced by all applicable base rate and non-LLPS riders; the estimated final bill
8 revenue shall be the base rate revenue plus any applicable rate discounts, including the
9 approved EDR. Should a given Schedule LLPS customer's estimated revenue fall below
10 the customer's estimated rate revenue, an amount, expressed in a dollar per kW (\$/kW)
11 charge, will be added to the customer billing through this charge. The CSR is customer-
12 specific and will be memorialized in the service agreement of each LLPS customer on an
13 annual basis. Combined with the increased Demand Charge (which is discussed later in
14 my testimony), the CSR minimizes the risk that costs associated with service to LLPS
15 customers are borne by other customers.

16 As with the SR proposed in the Company's initial application, the CSR is a non-
17 bypassable charge that is not subject to any EDR discount. Making the CSR non-
18 bypassable will mitigate the potential for cross-subsidization and underpayment by LLPS
19 customers.

20 **Q. If the CSR only replaces a portion of the SR, are other costs that the Company**
21 **discussed in its Direct testimony adequately addressed in the Settlement Agreement?**

22 **A.** Yes. As noted above, the SR was designed to recover costs that the Company is concerned
23 will be generated by serving LLPS customers and to ensure that such costs are not

1 subsidized by other customers in the Company's service area. The SR also included a
2 specific mechanism for determining and recovering acceleration costs associated with
3 serving LLPS customers. Although this specific mechanism was removed by the
4 Settlement Agreement, these and other costs that the SR was designed to recover will be
5 adequately addressed in the near term by the negotiated higher Demand Charge (discussed
6 later in my testimony) that the Company agreed to in the Settlement Agreement. This
7 negotiated Demand Charge actually results in LLPS customers paying for system costs
8 above the current embedded cost to serve them, meaning that non-participants will benefit
9 from adding LLPS load from a rate design perspective. In the longer term, the
10 Commission, Company, and interested stakeholders will have the ability to review and
11 refine the Demand Charge in future rate cases with the benefit of updated cost of service
12 and financial modeling.

13 **Q. How has initial pricing changed under the Settlement Agreement?**

14 **A.** The Company included a table in its Direct testimony showing proposed initial monthly
15 pricing for large load customers under the LLPS Rate Plan.¹⁶ The Settlement Agreement
16 reflects changes in rates agreed to pursuant to the settlement agreement filed on July 15,
17 2025, in Docket No. 25-EKCE-294-RTS, and an increase to the Demand Charge as agreed
18 to by the Parties. To the extent the Commission does not approve the settlement agreement
19 as filed in that proceeding, the Parties agree that the Company will update the pricing table
20 in Exhibit A of the Settlement Agreement to reflect the final Commission decision in that
21 proceeding. Additionally, the Parties have also agreed to a process by which the Company

¹⁶ Lutz Direct at 27, Table 6.

1 will seek changes to the initial LLPS Rate Plan pricing as part of future general rate
2 proceedings.

3 **Q. Please explain how the Parties calculated the Demand Charge as part of the**
4 **Settlement Agreement’s treatment of the SR and CSR?**

5 A. The Demand Charge agreed to in the Settlement Agreement represents something of a
6 “black box” resolution in which the Parties have stipulated to initial pricing for service
7 under the LLPS Rate Plan without assigning specific values to the individual components
8 used to arrive at the settled outcome. That said, the Company was committed to ensuring
9 that a rate mechanism is in place such that Schedule LLPS customers will pay toward
10 system costs above the current average embedded cost to serve them, thus providing rate
11 design benefits to non-participants. While the SR was the approach that the Company
12 initially proposed through Direct testimony, through the course of negotiations, the
13 Company concluded that the exact mechanism is less important than upholding this rate
14 design principle and was therefore amenable to creating the CSR and increasing the
15 Schedule LLPS Demand Charge. The Company views this outcome – a rate that recovers
16 above the current embedded cost to serve – as a highly constructive outcome that is
17 reasonable and in the public interest.

18 Speaking to the pricing and rate design structure and commitments of the
19 Settlement Agreement as a whole, the approach to pricing in the Settlement Agreement is
20 reasonable as it provides near-term certainty as to initial pricing, while also recognizing
21 that these rates will need to be updated in future proceedings after large load customers
22 begin to take service.

1 Q. **What is different about the collateral requirement and credit rating provisions of**
2 **Schedule LLPS?**

3 A. As stated in Direct testimony, the Company included collateral requirement and credit
4 rating provisions in the LLPS Rate Plan to ensure the creditworthiness of new large load
5 customers given the size of their monthly bills and unique risks associated with such large
6 transactions.¹⁷ As revised in the Settlement Agreement, the collateral requirement and
7 credit rating provisions continue to achieve this goal. Most changes to these provisions in
8 the Settlement Agreement simply provide additional clarity as to how the provisions will
9 be implemented. Additionally, the collateral requirement in the Settlement Agreement
10 provides additional collateral discount tiers for customers under the LLPS Rate Plan
11 satisfying certain liquidity and credit rating criteria, and for customers who elect to use
12 cash to meet the collateral requirement. The Settlement Agreement also expands the scope
13 of entities that can serve as guarantor if the customer seeks to satisfy the collateral
14 requirement *via* a guarantee. These changes are all consistent with the Company's rationale
15 for including collateral and credit requirements in its initial application.

16 Q. **Are there any material conflicts between the Settlement Agreement and the**
17 **Company's Direct testimony?**

18 A. No. The Settlement Agreement is consistent with the positions expressed in the
19 Company's Direct testimony and with the Company's application. Although the
20 Settlement Agreement includes changes to certain terms from the Company's initial
21 application, the agreed-to modifications continue to achieve the same goals outlined in the

¹⁷ Lutz Direct at 16.

1 Company's initial application and Direct testimony. Serving large load customers is a
2 novel and rapidly developing area nationally, and there is no "gold" or singular standard
3 for tariff design for serving large load customers. As such, there is room for different
4 approaches to serving large load customers so long as key features are implemented and
5 the tariff, taken as a whole, achieves the fundamental goals of mitigating risk and avoiding
6 cross-subsidization by other customers.

7 Notwithstanding, the LLPS Rate Plan, as modified by the Settlement Agreement,
8 includes all of the features characteristic of large load tariff offerings being developed
9 nationally. Given these broader trends, it is prudent for the Company to propose, and for
10 the Commission to approve, large load tariffs with similar features, as doing so will ensure
11 that Kansas remains a competitive choice for large load customers and that Kansas benefits
12 from the experience of other jurisdictions in serving these customers. Further, by including
13 clear provisions to address costs associated with large load customers, the LLPS Rate Plan
14 improves upon these national trends and provides additional certainty to the Company,
15 large load customers, and native customers/non-participants.

16 **Q. Do you have any additional comments on the Settlement Agreement?**

17 A. Yes. The Company appreciates the positions advocated by all the Parties and their
18 collaborative efforts to obtain a reasonable resolution of all issues in this docket. Their
19 active participation in this unique proceeding has resulted in a Settlement Agreement that
20 represents a reasonable and balanced compromise among diverse stakeholder positions.
21 The Company's goal is for Kansas to have policies in place that are supportive of economic
22 development and growth opportunities for serving large load customers in the state, while
23 also ensuring that Kansans are appropriately protected from costs associated with serving

1 large load customers. To advance those objectives, having a tariff specific to serve large
2 load customers, as reflected in the LLPS Rate Plan and as modified by the Settlement
3 Agreement, is essential to achieving these positive outcomes for Kansas. The Company
4 will continue to work with stakeholders to support economic development in Kansas and
5 ensure Kansas is, and continues to be, a competitive environment for serving large loads.

6 **IV. APPLICATION OF THREE-PART TEST FOR COMMISSION APPROVAL OF**
7 **UNANIMOUS SETTLEMENT AGREEMENTS**

8 **Q. Are you familiar with the test applied by the Commission in evaluating unanimous**
9 **settlement agreements?**

10 A. Yes. The Commission applies a three-part test when evaluating unanimous settlement
11 agreements. Approval of a unanimous settlement agreement is appropriate when the
12 Commission finds the settlement: (1) is supported by substantial competent evidence in the
13 record as a whole; (2) results in just and reasonable rates; and (3) is in the public interest.
14 This standard has been affirmed in prior Commission orders and by the Kansas Court of
15 Appeals and supersedes the five-factor test previously applied by the Commission in
16 evaluating contested settlements.¹⁸

17 ***1. THE SETTLEMENT AGREEMENT IS SUPPORTED BY SUBSTANTIAL COMPETENT***
18 ***EVIDENCE***

¹⁸ Order Approving Contested Settlement Agreement, Docket No. 08-ATMG-280-RTS, pp. 4-6 (May 12, 2008); Order on KCP&L's Application for Rate Change, Docket No. 15-KCPE-116-RTS, ¶¶ 15-16, at p. 6 (Sept. 10, 2015); *Citizens' Utility Ratepayer Bd. v. State Corp. Comm'n*, 16 P.3d 319, 323 (2000) (upholding Commission's authority to approve settlements based on three-part test).

1 **Q. Is there substantial competent evidence based on the whole record to support the**
2 **Settlement Agreement?**

3 A. Yes. All items included in this Settlement Agreement are supported by substantial
4 competent evidence based on the record taken as a whole. The record includes the
5 Company's verified application along with Direct testimony submitted by three witnesses.
6 The Parties have had the opportunity to conduct significant discovery and the Company
7 has responded to numerous requests for information regarding its application. The Parties
8 also spent many hours meeting collectively and in smaller groups, exchanging additional
9 information and dialogue to achieve the Settlement Agreement.

10 The terms of the Settlement Agreement reflect a compromise of the positions
11 advanced by the Parties and were formulated through negotiations informed by this record
12 evidence. By all indications, the Parties would have relied on the same body of evidence
13 if this case had proceeded to hearing. In short, the Settlement Agreement is the product of
14 rigorous vetting, thorough expert analysis, and informed compromise, and is supported by
15 a substantial evidentiary base.

16 **Q. Are the terms of the Settlement Agreement consistent with the testimony filed by the**
17 **Parties in this docket?**

18 A. Yes. The terms of the Settlement Agreement are supported by the Company's Direct
19 Testimony and will also be supported by testimony filed in support of the settlement by the
20 Company, KCC Staff, Citizens' Utility Ratepayers Board ("CURB"), existing customers,
21 and entities representing potential new LLPS customers.

22 ***2. THE SETTLEMENT RESULTS IN JUST AND REASONABLE RATES***

1 **Q. Please explain how the Settlement Agreement results in just and reasonable rates.**

2 A. My understanding is that in determining whether rates are just and reasonable, the focus of
3 the inquiry is the end result, or “total effect,” of the rate order rather than the specific rate
4 setting method employed. As I discussed above, the Settlement Agreement results in
5 Schedule LLPS customers bearing appropriate financial risk and also being assessed rates
6 that will adequately recover the costs to serve large load customers.

7 The Commission has stated its goal in setting rates is to determine whether rates
8 fall within the “zone of reasonableness” based on balanced consideration of the interests
9 of all concerned Parties. The Settlement Agreement clearly meets this standard. As in the
10 Company’s initial application, the Settlement Agreement is broadly consistent with
11 national trends in tariffs for service to large load customers. Moreover, the commercial
12 terms and conditions agreed to by the Settlement Agreement protect non-participants from
13 undue harm by way of a minimum bill requirement, paired with substantial minimum
14 demand requirements, a minimum service term, and by virtue of a new Schedule LLPS
15 customer class. Also consistent with the initial application, the Settlement Agreement
16 includes mechanisms to provide protection if a large load customer terminates its service
17 agreement before the end of the minimum service term, including requirements that the
18 customer post and maintain collateral and pay a substantial exit fee in the event of
19 termination. The Settlement Agreement also provides reasonable flexibility to large load
20 customers, such as allowing capacity reductions under certain circumstances and providing
21 relief from some of the requirements of the LLPS Rate Plan for customers with a good
22 financial track record. Moreover, as Company witness Lutz discussed in his Direct
23 testimony and affirms through his settlement testimony, the rates established by the

1 Settlement Agreement are based on a lawful and prudent revenue requirement, are
2 allocated fairly and equitably among customer classes, are structured to ensure that costs
3 associated with serving large load customers are not borne by other customers, and are in
4 keeping with settled ratemaking principles. In fact, as explained earlier, non-participants
5 will actually benefit from a rate design perspective as LLPS customers will pay for incurred
6 system costs above the current embedded cost to serve them.

7 The Parties to this docket represent a broad range of diverse stakeholder interests
8 including multiple consumer interests (KCC Staff, CURB, the Kansas Industrial
9 Consumers Group (“KIC”), large customer interests (Data Center Coalition (“DCC”),
10 Google), and conservation interests (Sierra Club and the Natural Resources Defense
11 Council (“NRDC”)). The fact that there is no opposition to the Settlement Agreement is
12 persuasive evidence that the Settlement Agreement is balanced, fair, and will result in just
13 and reasonable rates. Accordingly, the rates established by the Settlement Agreement are
14 equitable for both customers and the Company and fall within the range of outcomes that
15 could be expected if this case were fully litigated.

16 ***3. THE SETTLEMENT AGREEMENT IS IN THE PUBLIC INTEREST***

17 **Q. Is the Settlement Agreement in the public interest?**

18 A. Yes. The terms of this Settlement Agreement are in the public interest and should be
19 approved by the Commission. The Parties in this docket have a duty to protect the interests
20 of those they represent. The Company has a duty to both its customers and shareholders.
21 CURB represents the interests of residential and small commercial customers while DCC
22 represents the interests of data center companies that are driving much of the load growth
23 across the country. There are 13 other Parties who represent the broad and varied interests

1 of their companies, shareholders, members and constituents, including businesses of
2 varying size and school districts. KCC Staff represents the overall public interest. Because
3 all interests represented in this proceeding either join or do not oppose the Settlement
4 Agreement, the Commission should find that the total effect the Settlement will result in
5 just and reasonable rates and represents an equitable balancing of the interests of all Parties.

6 I also note that the Settlement Agreement avoids protracted litigation, provides rate
7 certainty, and incorporates mechanisms such as annual reporting, that provide transparency
8 and accountability. It is in the public interest to avoid the cost of a fully litigated hearing
9 and to promote administrative efficiency and reduced litigation costs through compromise
10 resolution. Thus, the Settlement Agreement is in the public interest and should be approved
11 and adopted by the Commission in its entirety.

12 **Q. Will the Commissioners have an opportunity to obtain additional information about**
13 **the Settlement Agreement if they have questions?**

14 A. Yes. I will be appearing at the settlement hearing scheduled for October 8, 2025, *via* Zoom.
15 If the Commissioners have questions for any of the Company's other witnesses, those
16 witnesses can be available to support and answer questions. We anticipate that other Parties
17 will do the same.

18 **V. CONCLUSION**

19 **Q. Does this conclude your testimony?**

A. Yes, it does. Thank you.

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

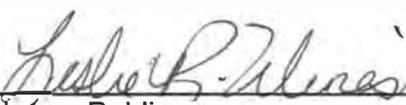
VERIFICATION

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



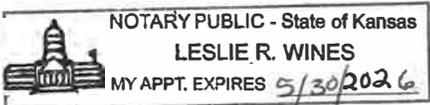
Darrin R. Ives

Subscribed and sworn to before me this 5th day of Septembder 2025.



Notary Public

My Appointment Expires:
May 30, 2026



CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been emailed, this 5th day of September 2025, to all parties of record as listed below:

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1st Cathy Dinges

Cathy Dinges

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

In the Matter of the Application of Evergy)
Kansas Metro, Inc., Evergy Kansas South, Inc.,)
Evergy Kansas Central, Inc. for Approval of) Docket No. 25-EKME-315-TAR
Large Load Power Service Rate Plan and)
Associated tariffs)

TESTIMONY IN SUPPORT OF UNANIMOUS SETTLEMENT AGREEMENT

BRADLEY D. LUTZ

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

September 5, 2025

1 **Q. Please state your name and business address.**

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

4 **Q. By whom and in what capacity are you employed?**

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

11 **Q. On whose behalf are you testifying?**

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

14 **Q. What is the purpose of your Testimony?**

15 A. The purpose of my testimony is to sponsor the tariffs filed in conjunction with the
16 Unanimous Settlement Agreement (“Settlement Agreement”) filed in this docket on
17 August 18, 2025.

18 **Q. Have you participated in the settlement discussions and are knowledgeable
19 concerning the provisions of the Settlement Agreement?**

20 A. Yes.

21 **Q. Are the tariffs submitted consistent with the Settlement Agreement?**

1 A. Yes. Where possible, the exact language of the Settlement Agreement has been used within
2 the tariffs. Prior to filing this testimony, the tariff drafts were reviewed by Commission
3 Staff.

4 **Q. Please describe the tariffs.**

5 A. The tariffs filed with this testimony make up the LLPS Rate Plan as modified by the
6 Settlement Agreement and are inclusive of the following schedules:

- 7 • Schedule LLPS (Large Load Power Service) – the base tariff for service under the
8 LLPS Rate Plan. This Schedule carries the pricing, terms, and protections to be
9 applied to large load customers.
- 10 • Schedule CSR (Cost Stabilization Rider) – this Rider is a new adjustment clause
11 designed to ensure recovery of certain costs incurred to serve Schedule LLPS
12 customers.
- 13 • Schedule CCR (Customer Capacity Rider) – enables the Company to credit
14 customers under Schedule LLPS for using their supply of generation capacity as
15 Southwest Power Pool-accredited capacity for use by the Company to serve the
16 customer’s load.
- 17 • Schedule DRLR (Demand Response & Local Generation Rider) – enables
18 customers under Schedule LLPS to participate in a new interruptible demand
19 response program to improve system reliability, address resource adequacy, offset
20 forecasted system peaks that could result in future generation capacity additions,
21 and/or provide a more economical option to available generation or market energy
22 purchases in the wholesale market.

- 1 • Schedule CER (Clean Energy Choice Rider) – enables customers under Schedule
2 LLPS to support the procurement of clean energy resources and/or replacement of
3 identified existing resources in lieu of or in addition to the Company’s Preferred
4 Resource Plan.
- 5 • Schedule RENEW (Renewable Energy Program Rider) – extends the RENEW
6 program currently available in EKC to customers in EKM providing access
7 historical Renewable Energy Credits (“RECs”) at a fixed price adjusted annually.
- 8 • Schedule AEC (Alternative Energy Credit Rider) – provides large customers with
9 the ability to include emission-free nuclear energy from Company-owned or
10 sourced resources into their clean energy portfolio to support the customer’s
11 sustainability and decarbonization goals.
- 12 • Schedule GSR (Green Solution Connections Rider) – provides non-residential
13 customers with an opportunity to subscribe to future renewable energy attributes
14 associated with new Company-owned wind or solar generation acquired through
15 the Integrated Resource Planning process that are not needed to meet renewable
16 compliance targets or requirements.

17 **Q. Are there other modifications to the Company tariffs proposed as part of the**
18 **Settlement Agreement?**

19 A. Yes, a number of changes are needed to align these new Schedules with the Company’s
20 existing Schedules or to add related terms to the Company’s General Rules and
21 Regulations. Specifically, these changes are:

- 22 • Schedule LPS (Large Power Service) & Schedule ILP (Industrial Large Power) –
23 added language that customers with monthly demand reasonably expected to reach

1 or exceed 75 MW not be allowed to continue receiving service under Schedule
2 LPS/ILP and will be required to receive service under Schedule LLPS.

- 3 • Schedule ECA (Energy Cost Adjustment) & Schedule RECA (Retail Energy Cost
4 Adjustment) – added language to the Energy Cost Adjustment to explain how costs
5 associated with the Interim Capacity Agreement under Schedule LLPS and costs
6 associated with capacity purchased under Schedule CCR impact the cost
7 adjustment, and the addition of language that the revenue received from the
8 Renewable Energy Program Rider, Green Solutions Connections Rider, and
9 Alternative Energy Credit Rider shall be credited as an offset to purchased power.

- 10 • General Rules and Regulations Section 2 (Service Agreements) – added language
11 reflecting the framework of the Company’s Path to Power load interconnection
12 process for service to loads greater than 25 MW.

- 13 • General Rules and Regulations Section 8 (Line Extension) – added language to
14 detail cost responsibility for extensions of transmission or substation facilities
15 needed to serve large load customers.

16 **Q. Are there any other details concerning the tariffs that are important for the**
17 **Commission to be aware of?**

18 A. Yes, as part of the settlement process, the pricing for Schedule LLPS applicable to the EKC
19 jurisdiction was increased consistent with the increase applied to Schedule ILP in the 25-
20 EKCE-294-RTS Docket. This step maintains alignment between the LLPS pricing and the
21 current ILP pricing as reflected in the Company’s original LLPS proposal.

22 **Q. Are the rates used for Schedule LLPS and the related riders reasonable to ensure**
23 **appropriate cost recovery from large load customers?**

1 A. Yes. As described in my direct testimony, the LLPS rates align with the current rates for
2 Schedule ILP and Schedule LPS. These are the rate schedules that would otherwise be
3 applicable to large load customers but for the LLPS Rate Plan. This alignment serves two
4 purposes. First, it will ensure the pricing of the initial rate is effectively an extension of
5 the Company's current, Commission-approved pricing. And second, this will ensure an
6 appropriate level of revenue recovery from these new customers.

7 The Settlement Agreement also provides a revenue allocation approach where in
8 its next general rate proceeding the Company will compare Schedule LLPS customer base
9 rate kilowatt-based revenue collections during the period utilized for evaluation for Class
10 Cost of Service ("CCOS") Study proposed in the next general rate proceeding to base rate
11 kilowatt-based revenue collections that would have occurred for the same customers under
12 Schedule ILP/LGS and the difference in revenues will be identified and reallocated to non-
13 Schedule LLPS customer classes for CCOS study purposes only in determining sufficiency
14 of class recovery of costs of service. At that point, the Company and other interested parties
15 may advance other cost allocation methods to reasonably ensure such Schedule LLPS
16 customers' rates will reflect the customers' representative share of the costs incurred to
17 serve Schedule LLPS customers and prevent other customer classes' rates from reflecting
18 any unjust or unreasonable costs arising from service to such Schedule LLPS customers.
19 Company witness Mr. Darrin Ives in his Testimony in Support of Unanimous Settlement
20 Agreement further discusses how these rates are just and reasonable and how the
21 Settlement Agreement complies with Commission tests to evaluate settlement agreements.

22 **Q. Do you recommend the Commission approve these tariffs?**

23 A. Yes I do.

1 Q. Does this conclude your testimony?

2 A. Yes, it does.

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

VERIFICATION

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



Brad Lutz

Subscribed and sworn to before me this 5th day of September 2025.



Notary Public

My Appointment Expires May 30, 2026



CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been emailed, this 5th day of September 2025, to all parties of record as listed below:

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule _____ Initial _____ Sheet _____ 1 _____

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 1 of 3 Sheets

ALTERNATIVE ENERGY CREDIT RIDER

AVAILABILITY

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

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

APPLICABILITY

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

DEFINITIONS

For purposes of this Program, the following definitions apply:

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

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

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

Issued February 11 2025
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 2 of 3 Sheets

ALTERNATIVE ENERGY CREDIT RIDER

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

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

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

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

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

PRICING

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

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

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(Name of Issuing Utility)

Replacing Schedule _____ Initial _____ Sheet _____ 3 _____

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ALTERNATIVE ENERGY CREDIT RIDER

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

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

PROGRAM PROVISIONS

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

REPORTING

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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

SCHEDULE CCR

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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Sheet 1 of 3 Sheets

CUSTOMER CAPACITY RIDER

AVAILABILITY

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

APPLICABILITY

The Customer Capacity Rider (“CCR”) enables the Company to credit an eligible Customer for using their supply of generation capacity as Southwest Power Pool (“SPP”) accredited capacity for use by the Company to serve the Customer’s load.

TERM

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

BILLING

The Customer shall receive a credit equal to the price difference between the Schedule LLPS Demand Charge price and the negotiated pricing in the capacity contract for each accredited kW of contracted customer capacity, reduced by the applicable SPP planning reserve margin. The monthly billing demand shall be reduced by the accredited kW of contracted customer capacity applicable to that same month. Details concerning the amount of capacity contracted, and the negotiated price will be memorialized in the Schedule LLPS Service Agreement.

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

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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

SCHEDULE CCR

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 2 of 3 Sheets

CUSTOMER CAPACITY RIDER

PROGRAM PROVISIONS AND CONDITIONS

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

For purposes of the CCR, the Customer's capacity may be owned or contracted by the Customer, a subsidiary of the Customer, or an affiliate of the Customer, and shall be transferred to the Company via a bilateral contractual agreement. The Company may alternatively accept replacement accredited capacity provided by the Customer from another resource subject to mutual agreement between the parties. Any agreed to replacement accredited capacity will be subject to the same material terms and conditions as the original capacity source. Capacity associated with resources located behind the Customer meter are not acceptable for use under this rider.

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

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

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

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

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Darrin Ives, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

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

SCHEDULE CCR

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 3

EVERGY KANSAS CENTRAL RATE AREA

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which was filed _____

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

Sheet 3 of 3 Sheets

CUSTOMER CAPACITY RIDER

CONDITIONS

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

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

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Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 1 of 4 Sheets

CLEAN ENERGY RIDER

AVAILABILITY

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

APPLICABILITY

The Clean Energy Choice Rider enables eligible Customers taking service under Schedule LLPS to support the procurement of clean energy resources and/or replacement of one or more existing resources in lieu of or in addition to the Company's Preferred Resource Plan. Within the Company's Integrated Resource Planning ("IRP") process, the eligible Customer may request clean resource types be deployed in place of or in addition to one or more resources selected in the Company's Preferred Resource Portfolio. This shall include distributed energy resources, such as demand-side management, energy efficiency, and battery storage. If the Requesting Customer's proposed generation is adopted by the Company as part of a Clean Energy Preferred Resource Plan, the Company and the Requesting Customer will execute an agreement that determines cost recovery from the Requesting Customer for the selected resources and any appropriate credit including consideration of any related Renewable Energy Credits ("RECs") to the Requesting Customer's bill. No energy or capacity will be directly provided to the Requesting Customer from the incremental clean energy resources as a result of participating in this Rider.

DEFINITIONS

For purposes of this Rider, the following definitions apply:

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

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 2 of 4 Sheets

CLEAN ENERGY RIDER

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

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

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

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

PROGRAM PROVISIONS

All aspects of this Rider will occur within the normal timing and execution of the Company’s IRP process. Prior to the execution of an IRP cycle, and preferably during the fourth quarter of a given year, a Requesting Customer shall notify the Company through the Requesting Customer’s Company Customer Solutions representative, its interest in modifying the Company’s current Preferred Resource Plan. The Company will engage with the Requesting Customer to understand the Requesting Customer’s desired clean resource modifications, will study the alternative resource scenarios, and may then develop a Clean Energy Preferred Resource Plan that attempts to reasonably accommodate the Requesting Customer’s clean resource request. In considering supply-side resources, the Company will not place any limitations on the size of the resource considered or brought forward by a Requesting Customer. Upon doing so, the Company will provide the Requesting Customer with an indicative cost estimate for the associated clean resource modifications, as well as the Cost Differential of such. Should the

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 3

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 3 of 4 Sheets

CLEAN ENERGY RIDER

Requesting Customer request multiple clean resource modifications, the Company may model some or all of them, at its sole discretion. The Company will ensure any Clean Energy Preferred Resource plan meets the Company's requirements to provide safe, reliable, and efficient service for all customers.

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

A Clean Energy Preferred Resource Plan will be submitted to the Commission through the Company's IRP process and is subject to Commission review and order. If found to meet IRP requirements by the Commission, the Company will follow Good Utility Practice to execute the Clean Energy Preferred Resource Plan. Any alternative resources or combination of resources that would be procured pursuant to this rider and result in a material change to the Company's Preferred Resource Plan, would be submitted to the Commission for review through a predetermination filing. The agreement executed between Company and the Requesting Customer would be submitted for Commission approval as part of any such predetermination filing. If approvals are not granted in a manner satisfactory to the Company in its sole discretion, the Company may not elect to move forward with the Clean Energy Preferred Resource Plan.

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

CHARGES AND BILLING

The Company and the Requesting Customer will execute an agreement that determines cost recovery from the Requesting Customer for the selected resources and any appropriate credit including consideration of any related RECs to the Requesting Customer's bill.

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

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 4

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Sheet 4 of 4 Sheets

CLEAN ENERGY RIDER

TERMINATION

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

RENEWABLE ATTRIBUTES

If applicable, the Company and the Requesting Customer shall establish terms and conditions via separate commercial agreement regarding the treatment of the RECs and renewable attributes associated with the Clean Energy Preferred Plan.

CLEAN RESOURCE PRODUCTION DATA

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

CONDITIONS

Schedule CER participants will be subject to separately negotiated terms and conditions, including collateral requirements, based upon the above-referenced separate commercial agreement negotiated between the Company and the Requesting Customer.

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

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Sheet 1 of 1 Sheets

COST STABILIZATION RIDER

AVAILABILITY

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

APPLICABILITY

The Cost Stabilization Rider ("CSR") requires an additional charge (the "CSR Charge") paid by Customers receiving service under Schedule LLPS to ensure appropriate recovery of costs incurred by the Company to serve Schedule LLPS Customers. Making the CSR non-bypassable ensures that Schedule LLPS Customers are substantially covering the cost to serve them through their tariffed rates and through any other voluntary riders in which the Schedule LLPS Customer enrolls.

TERM

Charges under this schedule shall be applied during the Term of the Customer's service, consistent with and as defined by Schedule LLPS.

BILLING

The CSR Charge shall be calculated based on comparing the Schedule LLPS Customer's estimated base rate revenue and estimated final bill revenue prior to applying Schedule CCR, Schedule DRLR, or Schedule CER. Estimated base rate revenue shall be the revenue produced by all applicable base rate and non-LLPS riders and the estimated final bill revenue shall be the base rate revenue plus any applicable rate discounts, such as an approved economic development rate. Should the Schedule LLPS Customer's estimated revenue fall below the Customer's estimated rate revenue, an amount, expressed in a dollar per kW (\$/kW) charge, will be added to the Customer's billing through this charge. The CSR Charge shall be customer-specific and memorialized in the Customer's LLPS Service Agreement. This comparison shall be completed annually.

The CSR Charge shall be applied to the Customer's monthly billing, identified as a separate line item and shall not be subject to any related Economic Development Rider discount.

CONDITIONS

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

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DEMAND RESPONSE & LOCAL GENERATION RIDER

AVAILABILITY

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

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

APPLICABILITY

The Demand Response & Local Generation Rider ("Program" or "DRLR") enables large customers enrolled in Schedule LLPS to participate in an interruptible demand response program in which participants can designate some amount of load as interruptible (i.e. curtailable) and provide the Company with the right to curtail participant load during peak and constrained grid condition periods to improve system reliability, address resource adequacy, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to available generation or market energy purchases in the wholesale market. The Company may, in its discretion, request that a participating customer curtail for any of these operational or economic reasons.

DEFINITIONS

For purposes of this Program the following definitions apply:

1. Participant – The Customer, specified as the Participant in the Participation Agreement, is the eligible Customer that has received notification of acceptance into the Program.
2. Participation Agreement – A non-tariffed commercial contract between the Company and Customer, used for enrollment purposes and to establish the full terms and conditions of the Program. Eligible Customers shall be required to sign the Participation Agreement prior to participating in the Program. This agreement may be provided and executed electronically.
3. Reduction Amount ("RA") – The reduction of load by the Customer either manually or automated for the duration of the DR event.

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(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

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DEMAND RESPONSE & LOCAL GENERATION RIDER

- 4. Enrolled Load – The total contracted load reduction specified within the Participation Agreement that the Customer may be required to reduce for each curtailment event.
- 5. Curtailment Event (“Event”) – Period when the Company determines the need for Participants to reduce energy consumption during peak and constrained grid conditions
- 6. Calculated Baseline (“CBL”) – The calculated estimate of what the Customer most likely would have consumed during the curtailment event period. Baselines are developed for each curtailment event utilizing customer specific data from historic metered usage.
- 7. Reduction Credit (“RC”) – Credit amount for the curtailment event period during which the event is called and the period(s) of time the Customer has successfully curtailed load.

PROGRAM PROVISIONS AND CONDITIONS

Customers will have two timing options they can choose from and, whether they elect one or both, they agree to make their load available for DRLR curtailments during that time. A Participant must show economic and technical feasibility for measurable and verifiable load curtailment during their selected option of availability below:

- Option 1:
Constrained: summer curtailment season of June 1 to September 30 and winter curtailment season of December 1 to March 31; 6:00 a.m. to 10:00 p.m., Monday through Friday excluding Holidays.
- Option 2:
Unconstrained: All hours: All days; January through December.

The Company shall evaluate the Participant’s metered usage data, technical specifications and operational characteristics of the facility’s equipment to establish a curtailment plan and estimated associated curtailable load (measured in kW) to determine the Enrolled Load. The Participation Agreement will specify the curtailable load and commits the Participant to being able to curtail their Enrolled Load during a curtailment event. The Company will provide advance notice but will require participants to have a curtailment plan and demonstrate their ability to curtail load.

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By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 3

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

DEMAND RESPONSE & LOCAL GENERATION RIDER

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

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

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

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

1. Manual DR

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

2. Automated Demand Response (ADR) utilizing on-site generation

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

Issued February 11 2025
Month Day Year

Effective _____
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Darrin Ives, Vice President

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 4

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 4 of 8 Sheets

DEMAND RESPONSE & LOCAL GENERATION RIDER

ON-SITE GENERATION TERM

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

WHOLESALE MARKET REGISTRATION

Market resource registration may be offered for all applicable resources that participate under this tariff and qualify and perform as a market registered resource (“MRR”). Market registration offers an additional opportunity for the Participant to reduce its electric costs through participation with the Company in the wholesale market within the SPP. A Participant shall receive payment for providing its load reduction during high energy price periods. MRR is available to Program Participants whose DR resources are compliant with the SPP tariff and SPP marketplace protocol requirements and can provide sustainable load reduction during market participation. A MRR Participant has the option of committing its DR Resources to the SPP Integrated Marketplace unless the Company has scheduled a potential demand response curtailment event for the same time period. Participation in MRR authorizes the Company to offer the Customer’s curtailment amount in the SPP Market and Participant compensation is based on any SPP settlement payment less MRR fees. All SPP registration and technical requirements, market operating and settlement procedures, MRR fees, and other terms and fees are detailed in the Participation Agreement.

PRICING

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

Under Schedule DRLR, Participating customers will be compensated through a credit based on their enrolled timing option. The Participant will receive an on-bill credit or check payment for its level of reduction achieved and an incentive payment based on its measured curtailment reduction.

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(Name of Issuing Utility)

Replacing Schedule Initial Sheet 5

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 5 of 8 Sheets

DEMAND RESPONSE & LOCAL GENERATION RIDER

REDUCTION AMOUNT

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

$$\text{Hourly RA} = \text{CBL kWh for each hour} - \text{Actual hourly kWh}$$

PARTICIPANT PARTICIPATION FEES

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

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

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 Darrin Ives, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 6

EVERGY KANSAS CENTRAL RATE AREA

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

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DEMAND RESPONSE & LOCAL GENERATION RIDER

REDUCTION CREDIT

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

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

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Replacing Schedule Initial Sheet 7

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DEMAND RESPONSE & LOCAL GENERATION RIDER

CREDIT SCHEDULE

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

Month	Allocation Percentage	Unconstrained	Constrained	Demand Response Earnings Opportunity Fee	Unconstrained Max Hours Per Month	Constrained Max Hours Per Month
		\$/kW per Month	\$/kW per Month	\$/kW per Month	Hours	Hours
January	12.5%	\$6.75	\$5.38	(\$1.31)	744	480
February	12.5%	\$6.75	\$5.38	(\$1.31)	672	480
March	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
April	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
May	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
June	12.0%	\$6.48	\$5.16	(\$1.26)	720	461
July	14.0%	\$7.56	\$6.02	(\$1.47)	744	538
August	14.0%	\$7.56	\$6.02	(\$1.47)	744	538
September	10.0%	\$5.40	\$4.30	(\$1.05)	720	384
October	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
November	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
December	12.5%	\$6.75	\$5.38	(\$1.31)	744	480

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(Name of Issuing Utility)

Replacing Schedule Initial Sheet 8

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

Sheet 8 of 8 Sheets

DEMAND RESPONSE & LOCAL GENERATION RIDER

PARTICIPATION AGREEMENT TERM

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

REPORTING

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

EVALUATION

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

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(Name of Issuing Utility)

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EVERGY KANSAS CENTRAL RATE AREA

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Sheet 1 of 7 Sheets

GREEN SOLUTION CONNECTIONS RIDER

AVAILABILITY

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

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

APPLICABILITY

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

DEFINITIONS

For purposes of this Program, the following definitions apply:

1. Customer: As defined in the Company's General Rules and Regulations as set forth in the Participation Agreement.
2. Account: Except as otherwise agreed between the Company and Customer, each premise where electricity is individually metered is an account.
3. Subscriber: A Customer who executes a Participation Agreement with the Company to participate in the GSR Program.
4. Program Resource(s): Any commercially operational wind and/or solar generation resources owned by the Company where renewable attributes have been designated for the purpose of this Program. Once commercially operational, renewable generation facilities shall be available to provide forward renewable attributes to Subscribers for a term of ten (10) or fifteen (15) years. Specific Program Resources shall be dedicated to specific phases of the Program.

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GREEN SOLUTION CONNECTIONS RIDER

5. Program Resource Nameplate Capacity: Total nameplate capacity of the Program Resource(s) in megawatts (“MW”) of alternating current power.
6. Metered Production: Total energy production of the Program Resources that are generating renewable power for the Program at a point in time. Production is measured where the power is injected into the wholesale energy market or by dedicated generation meters at the point of interconnection with the distribution system where resource output offsets power. The value is expressed as the metered production of energy (measured in kilowatt-hours (“kWh”). Each Program Resource shall be separately metered.
7. Renewable Energy (“RE”) Allocation Factor (%): This is calculated for each subscription by dividing the RE Level (measured in Megawatts (“MW”)) by the total nameplate capacity of the Program Resources (in MW of alternating current power) dedicated to each Program phase. The RE Allocation Factor represents the percentage of the Program Resources for a given phase that produce energy for the Customer. To the extent the Program Resources for a given phase are comprised of multiple resources that begin commercial operation at different times, the Customer's RE Allocation Factor shall be calculated and updated as appropriate to reflect the Customer's share of total nameplate capacity of all Program Resources dedicated to the Program during the time in which the Customer is participating and the Program Resources are generating renewable power.
8. Renewable Energy Level (“RE Level”) (MW): The RE Level shall be determined by the Participation Agreement that is submitted by the Subscriber. Subject to the terms of the Subscriber's Participation Agreement, the RE Level is calculated using the following formula:

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

Where:

9. Capacity Factor (1-100%): This is the assumed net capacity factor of the Program Resources dedicated to the applicable Program phase (with the Program phase to be determined by Company when it designates a Program Resource for a given period of time; the assumed net capacity factor shall be weighted when there are multiple Program Resources dedicated to a Program phase); measured as the

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GREEN SOLUTION CONNECTIONS RIDER

expected average hourly alternating current output of the Program Resource divided by the nameplate capacity of the Program Resource measured in kW of alternating current power.

- 10. Customer's Annual Usage (MWh): This shall reflect the Subscriber's actual metered energy usage over the twelve (12) most recent monthly billing periods for which data is available, or, if such data is not available, the Subscriber's expected metered energy usage over twelve (12) monthly billing periods as determined by the Company. The Customer's Annual Usage shall be established at the time the Participation Agreement is executed by the Subscriber. A Subscriber who experiences an increase in load may amend its Participation Agreement during the term of subscription to increase the RE Level subject to the availability of Program capacity, consistent with the terms of the Participation Agreement. A Subscriber who experiences a decrease in load may amend its Participation Agreement to reflect a new Subscription Level, consistent with the terms of the Participation Agreement.
- 11. Subscription Level (1-100%): An enrolled Subscriber may subscribe in single percentage increments, up to one-hundred percent (100%) of the Subscriber's Annual Usage at the time the Participation Agreement is submitted by the Customer, subject to the terms of Subscriber's Participation Agreement.
- 12. Subscriber's Allocated Share of Monthly Metered Production: This is calculated as the monthly Metered Production multiplied by RE Allocation Factor.
- 13. Green Solution Rate ("GR"): A dollar per MW hour (\$/MWh) rate applicable to a participating Customer's allocated share of monthly metered production. There shall be a specific Green Solution Rate for each term length, and specific resource. Subsequent Program phases will be reflected on the applicable Green Solution Rate Schedule for each phase.
- 14. Green Solution Charge ("GC"): The GC shall be calculated monthly as the Metered Production multiplied by the Customer's RE Allocation Factor and then multiplied by the GR for the appropriate year of the term.

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GREEN SOLUTION CONNECTIONS RIDER

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

PROGRAM PROVISIONS AND CONDITIONS

1. The Customer should carefully consider terms and conditions in the Participation Agreement subject to participation in this Program.
2. The Renewable Energy Certificates ("REC") associated with the generation output of currently subscribed Program Resources shall be retired on behalf of the Subscriber and shall not be used for any other purposes during the term of subscription. This Program is considered a voluntary program unrelated to compliance with any applicable state or regulatory renewable energy standard requirements or approved commitments.
3. Any Subscriber receiving Renewable Energy Subscription waives all rights to any billing adjustments or other relief arising from a claim that the Subscriber's subscription would be or would have been at a lower cost had the Subscriber not participated in the Program.
4. A Subscriber's subscription for renewable attributes is specific to the Subscriber's specific accounts as specified in the applicable Participation Agreement. A Subscriber's subscription for Renewable Energy Subscription shall be specific to the Program phase specified in the Participation Agreement.
5. If, prior to the end of the term of a given subscription, a Subscriber's premises that constitutes a separate account is relocated to another location within the Company's service territory, the Subscriber shall continue to be enrolled in this Program at the Subscriber's same Subscription Level for the new account established at the new location.
6. If, prior to the end of the term of a subscription, a Subscriber provides written notice to terminate its Renewable Energy Subscription for an account covered by a Participation Agreement:

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GREEN SOLUTION CONNECTIONS RIDER

- a. The Subscriber may, without penalty, transfer the Renewable Energy Subscription, as set forth in and as permitted by the terms of the Participation Agreement, to another Customer account(s) if the account is within the Company's service territory and is either (i) currently not covered by a Participation Agreement, or (ii) covered by a Participation Agreement for only a part of its RE Level. In either case the consumption at the new account may be transferred if: (i) the eligible unsubscribed usage at an account that had already been receiving Renewable Energy Subscription under; and (ii) is sufficient to meet the full Renewable Energy Subscription Level under the Agreement; or
 - b. At the Subscriber's written request, at least sixty (60) days prior to the desired termination date, the Company shall attempt to find another interested customer that satisfies the Company's eligibility requirements, executes and delivers a Participation Agreement, and is willing to accept transfer of the Renewable Energy Subscription (or that part which cannot be transferred to another Customer account) for the remainder of the term of the subscription at issue; or
 - c. If option a) or b) are not satisfied, the Subscriber shall continue to be obligated to pay for the Green Solution Charge as to that part of the Renewable Energy Subscription that was not transferred for the remainder of the Customer's subscription term; or
 - d. If option a) or b) are not satisfied, in lieu of option c), the Customer may terminate the Renewable Energy Subscription or the account at issue upon payment of the Termination Fee, which shall be: the sum of the Green Solution Charge for the remainder of the term of the Participation Agreement based on the Customer's Renewable Energy Subscription Level and the applicable Green Solution Rate.
7. The availability of Renewable Energy Subscriptions shall be limited to the unsubscribed RECs available, and the remaining life of Program Resource(s) dedicated to a given Program phase. Subscriptions that exceed the available attributes and remaining life of available Program Resources shall no longer be offered.
8. A Customer's Renewable Energy Subscription is not a security and does not represent an ownership interest in any of the Program Resources. There is no guarantee that the Subscriber shall realize any savings from participation in the Program, as the Subscriber acknowledges that its total charges for electric service may exceed the charges it would have incurred if it did not subscribe to the Program.

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GREEN SOLUTION CONNECTIONS RIDER

9. Upon the occurrence of any act or event not within the reasonable control of Company (i.e., force majeure event or change in law) that affects a Program Resource, the Company shall be excused from performance under the Participation Agreement for any Subscriber(s) in the Program phase to which such Program Resource is dedicated; to the extent such performance is delayed or prevented by such act or event. In the event a Program Resource is damaged, or production and/or transmittal of energy produced by a Program Resource is prevented from normal operations for more than six (6) months, the Company may remove the affected Program Resource from the Program by providing notice to any Subscribers in the applicable Program phase. In such event, the Subscriber's Renewable Energy Subscription Levels shall be reduced pro-rata to the degree necessary to account for the available Program Resource capacity, subject to the Company's right to add additional Program Resources dedicated to the affected Program phase and to increase the Subscriber's Subscription Levels pro-rata up to the Subscription Level(s) prior to such pro-rata as additional Program Resource attributes for the applicable Program phase become available. If a Program Resource is removed from the Program under this paragraph and the remaining available attributes results in a Subscriber's Subscription Level being reduced to less than fifty percent (50%) of their Subscription Level, the Customer may cancel its Program enrollment by providing written notice within ninety (90) days after their Renewable Energy Subscription Level is reduced due to the removal of a Program Resource from the Program. In such case, the term of a Subscriber's subscription shall be deemed unaffected by any such force majeure event, removal of a Program Resource from the Program, or a change in the Subscription Level.

GENERAL RULES AND REGULATIONS

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

EXPANSION

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

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GREEN SOLUTION CONNECTIONS RIDER

PRICING

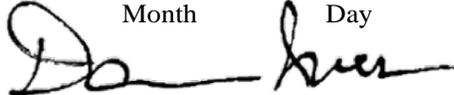
GREEN SOLUTIONS RATE SCHEDULE – PROGRAM RESOURCE NO. 1

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

Year	Green Solution Rate (\$/MWh) Resource 1A XX MW 15 Year Agreement Term	Green Solution Rate (\$/MWh) Resource 1B XX MW 10 Year Agreement Term
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

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(Name of Issuing Utility)

Replacing Schedule ILP Sheet 1

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2023

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INDUSTRIAL AND LARGE POWER SERVICE

AVAILABILITY

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

APPLICABILITY

To any customer using electric service supplied at one point of delivery and with an average Billing Demand greater than 25,000 kW. Should a customer reasonably expect their demand to exceed 75,000 kW, the customer will be required to receive service under Schedule LLPS. This rate schedule is not applicable to backup, breakdown, standby, supplemental, short term, resale or shared electric service.

RATE FOR SERVICE AT SECONDARY VOLTAGE

WCILPSEC, WSILPSEC, WCILPSECSLR, WSILPSECSLR

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

Plus all applicable adjustments and surcharges.

RATE FOR SERVICE AT PRIMARY VOLTAGE

WCILP, WSILP, WCILPSLR, WSILPSLR

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

Plus all applicable adjustments and surcharges.

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Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule _____ ILP _____ Sheet _____ 2 _____

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)
2023

which was filed ~~January-November 12,~~ **January-November 12,**

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

Sheet 2 of 3 Sheets

INDUSTRIAL AND LARGE POWER SERVICE

RATE FOR SERVICE AT TRANSMISSION VOLTAGE

WCILPTRN, WSILPTRN, WCILPTRNSLR, WSILPTRNSLR, WCILPTRNPP, WSILPTRNPP

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

Plus all applicable adjustments and surcharges.

MINIMUM MONTHLY BILL

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

BILLING DEMAND

Billing Demand shall be the greatest of:

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

Issued February 11 2025
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule ILP Sheet 3

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)
2023

which was filed January-November 21,

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

Sheet 3 of 3 Sheets

INDUSTRIAL AND LARGE POWER SERVICE

ADJUSTMENTS AND SURCHARGES

Power Factor Adjustment

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

Other Adjustments and Surcharges

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

- 1. Retail Energy Cost Adjustment
- 2. Property Tax Surcharge
- 3. Transmission Delivery Charge
- 4. Environmental Cost Recovery Rider
- 5. Renewable Energy Program Rider
- 6. Energy Efficiency Rider
- 7. Tax Adjustment

DEFINITIONS AND CONDITIONS

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

Issued February 11 2025
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule ILP Sheet 1

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed November 21, 2023

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

Sheet 1 of 3 Sheets

INDUSTRIAL AND LARGE POWER SERVICE

AVAILABILITY

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

APPLICABILITY

To any customer using electric service supplied at one point of delivery and with an average Billing Demand greater than 25,000 kW. Should a customer reasonably expect their demand to exceed 75,000 kW, the customer will be required to receive service under Schedule LLPS. This rate schedule is not applicable to backup, breakdown, standby, supplemental, short term, resale or shared electric service.

RATE FOR SERVICE AT SECONDARY VOLTAGE

WCILPSEC, WSILPSEC, WCILPSECSLR, WSILPSECSLR

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

Plus all applicable adjustments and surcharges.

RATE FOR SERVICE AT PRIMARY VOLTAGE

WCILP, WSILP, WCILPSLR, WSILPSLR

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

Plus all applicable adjustments and surcharges.

Issued February 11 2025
 Month Day Year

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 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule ILP Sheet 2

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed November 21, 2023

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

Sheet 2 of 3 Sheets

INDUSTRIAL AND LARGE POWER SERVICE

RATE FOR SERVICE AT TRANSMISSION VOLTAGE

WCILPTRN, WSILPTRN, WCILPTRNSLR, WSILPTRNSLR, WCILPTRNPP, WSILPTRNPP

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

Plus all applicable adjustments and surcharges.

MINIMUM MONTHLY BILL

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

BILLING DEMAND

Billing Demand shall be the greatest of:

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

Issued February 11 2025
Month Day Year

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Month Day Year

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Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule ILP Sheet 3

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed November 21, 2023

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

Sheet 3 of 3 Sheets

INDUSTRIAL AND LARGE POWER SERVICE

ADJUSTMENTS AND SURCHARGES

Power Factor Adjustment

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

Other Adjustments and Surcharges

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

1. Retail Energy Cost Adjustment
2. Property Tax Surcharge
3. Transmission Delivery Charge
4. Environmental Cost Recovery Rider
5. Renewable Energy Program Rider
6. Energy Efficiency Rider
7. Tax Adjustment

DEFINITIONS AND CONDITIONS

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

Issued February 11 2025
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Effective _____
 Month Day Year

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 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 1 of 12 Sheets

LARGE LOAD POWER SERVICE

AVAILABILITY

Electric service is available under this rate schedule at points on the Company’s existing facilities.

Schedule LLPS Customers shall receive service at either substation or transmission voltage levels. Where a Schedule LLPS Customer receives transmission level voltage the Customer will own, lease, or otherwise bear financial responsibility for construction and operation of the distribution substation.

A premise (also referred to herein as a facility) served under Schedule LLPS shall generally mean a single point of interconnection, though the Company and Customer may use multiple meters if determined appropriate. The Company maintains full discretion to evaluate whether multiple meters or premises may or may not be aggregated for purposes of Schedule LLPS eligibility, and in its sole reasonable discretion may require multiple meters or premises to be considered an aggregate load that shall take service under Schedule LLPS.

APPLICABILITY

Service under this schedule is required for,

- 1. Any new facility beginning service after the effective date of Schedule LLPS with a peak load forecast reasonably expected to be equal to or in excess of a monthly maximum demand of seventy-five megawatts (75 MW) at any time during the Term; or
- 2. Any existing Customers, who as of the effective date of Schedule LLPS, have a monthly maximum demand that is reasonably expected to expand by seventy-five megawatts (75 MW).

Customers locating in the state as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced manufacturing, aerospace, distribution, logistics, and transportation, food and agriculture; or professional and technical services have the option to choose to receive service under this schedule or, upon reaching an agreement with the Company, to enter into a special contract with the Company for the provision of electric service that is approved by the Commission under its applicable standards.

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule _____ Initial _____ Sheet _____ 2 _____

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

LARGE LOAD POWER SERVICE

For Customer facilities taking service under the Schedule LLPS Tariff due to expansion, the Company may install metering equipment necessary to measure the incremental load subject to the Schedule LLPS Tariff. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub-metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load in excess of the monthly baseline, if any, will be subject to the provisions of the Schedule LLPS Tariff and the Customer's applicable LLPS Service Agreement.

TERM

Schedule LLPS Customers shall take service for a minimum term that includes up to five (5) years of an optional transitional load ramp period plus twelve (12) years. The Term shall commence on the date permanent service begins, or as set forth in the LLPS Service Agreement. During the transitional load ramp period, the Customer's maximum load may be lower than seventy-five megawatts (75 MW). Specific details of the Customer's Load Ramp may be addressed in the LLPS Service Agreement.

Unless otherwise mutually agreed in the LLPS Service Agreement, the LLPS Service Agreement will automatically extend for periods of five years ("Extension Term") at the end of the Term or any Extension Term, unless either party to the LLPS Service Agreement provides at least thirty-six (36) months' written notice to the other party prior to the end of the Term or any Extension Term of its intent not to renew the LLPS Service Agreement.

A Customer providing notice of non-extension will remain subject to the Exit Fee and Early Termination Fee based upon the remainder of the Term or Extension Term to the extent applicable under the Customer's LLPS Service Agreement.

Service shall remain in effect throughout the Term and any Extension Term unless cancelled, modified, or terminated in writing and pursuant to the terms of Schedule LLPS or the LLPS Service Agreement, or the Customer changes to another applicable Company rate schedule pursuant to the terms of Schedule LLPS.

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Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 3

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

LARGE LOAD POWER SERVICE

RATE

A. CUSTOMER CHARGE (per month):	\$386.67		
B. GRID CHARGE			
Per kW of Grid Demand per month-Substation	\$0.248		
Per kW of Grid Demand per month-Trans.	\$0.156		
C. DEMAND CHARGE:			
Per kW of Billing Demand per month	Summer Season	Winter Season	
All kW	\$22.985	\$20.817	
D. ENERGY CHARGE:			
All kWh:	Summer Season	Winter Season	
	\$0.00872 per kWh	\$0.00872 per kWh	

DETERMINATION OF DEMANDS

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

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

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

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

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

Issued February 11 2025
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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE LLPS

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 4

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 4 of 12 Sheets

LARGE LOAD POWER SERVICE

INTERIM CAPACITY

If the Company determines that the Customer's load cannot be served by the Company's existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the Customer until sufficient system capacity may be supplied by the Company. The Customer and the Company must mutually agree on the terms for the Interim Capacity procured by the Company pursuant to an Interim Capacity Agreement. The Customer shall be subject to an additional demand charge (the "Interim Capacity Adjustment") calculated according to the terms of an Interim Capacity Agreement, with Customer responsible for the full costs thereof and the terms of the Customer's Interim Capacity Agreement.

REACTIVE DEMAND ADJUSTMENT

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

CONTRACT CAPACITY

The LLPS Service Agreement will include a Contract Capacity schedule specifying the Customer's forecasted annual steady-state peak load requirement for each year of the Term. The Contract Capacity schedule will specify the peak load requirement during the Load Ramp, if any.

Unless otherwise agreed by the parties, the Contract Capacity during any Extension Term shall be the same as the steady-state Contract Capacity for the last year of the Term.

A Customer taking service under Schedule LLPS may request to reduce the Contract Capacity during the Term or any Extension Term, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by up to twenty-five megawatts (25 MW) or ten (10) percent of the Contract Capacity (whichever figure is lower on a MW basis) ("Permissible Capacity Reduction"), in total, without charge for such reduction. To do so, the Customer must provide the Company with written notice prior to the beginning of the year for which the reduction is sought.

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 5

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 5 of 12 Sheets

LARGE LOAD POWER SERVICE

For Permissible Capacity Reductions of twenty-five megawatts (25 MW) or less, the Customer must provide at least twenty-four (24)-months' prior notice. In addition, the Customer may request to reduce its Contract Capacity beyond the Permissible Capacity Reduction, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by giving the Company at least thirty-six (36) months' written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a Capacity Reduction Fee.

The Capacity Reduction Fee shall be calculated as the difference between (a) the nominal value of the remaining Minimum Monthly Bill using the Contract Capacity specified in the Customer's LLPS Service Agreement, minus the Permissible Capacity Reduction, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater, and (b) the nominal value of the remaining Minimum Monthly Bill following the reduction in capacity, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater.

The Company will use reasonable efforts to mitigate the Capacity Reduction Fee amount owed by the Customer. The Company shall invoice the Customer no earlier than ninety (90) days prior to the date the Customer has indicated the capacity reduction will occur for any unmitigated amounts of the Capacity Reduction Fee based on the calculation described above. The Customer shall pay the Capacity Reduction Fee within thirty (30) days of the date it receives an invoice from the Company for the fee.

To the extent the Customer seeks to reduce its Contract Capacity on less notice, and the Company can reasonably reassign Contract Capacity, the Company in its sole reasonable discretion may agree to a variance from these provisions. Any notice to reduce capacity is irrevocable once given by the Customer unless the Company in its sole reasonable discretion determines that it can accommodate a revocation of such notice. Any capacity reduction is permanent for the Term and any Extension Term, and any request by the customer to reinstate such capacity will be subject to following the terms of Section 2.07 of the General Rules and Regulations.

Issued February 11 2025
Month Day Year

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Month Day Year

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Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 6

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 6 of 12 Sheets

LARGE LOAD POWER SERVICE

MINIMUM MONTHLY BILL

Customers taking service under Schedule LLPS shall be subject to a Minimum Monthly Bill that includes and is the sum of each of the following charges:

1. Demand Charge;
2. Customer Charge;
3. Grid Charge;
4. Reactive Demand Adjustment;
5. Charges Associated with Schedule TDC;
6. Other Demand-Based Riders approved by the Commission in the future; and,
7. Cost Stabilization Rider.

The Customer's Minimum Demand shall be used to determine these charges.

SUMMER AND WINTER SEASONS

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

TERMINATION OR CHANGE OF SCHEDULE

In order to terminate or change rate schedules before the end of the Term or any Extension Term, the Customer must provide written notice thirty-six (36) months prior to the requested date of termination or schedule change. In such circumstance, the Customer will be subject to an Exit Fee equal to the nominal value of the Minimum Monthly Bill times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater (the "Exit Fee"). An additional fee shall apply if the Customer seeks to terminate with less than thirty-six (36)-months' notice (the "Early Termination Fee"). In such case, the Early Termination Fee shall be equal to the Exit Fee plus two (2) times the nominal value of the Minimum Monthly Bill times the number months less than the thirty-six (36)-months' notice required for termination.

Issued February 11 2025
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Effective _____
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Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 7

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 7 of 12 Sheets

LARGE LOAD POWER SERVICE

The Company will use reasonable efforts to mitigate the Exit Fee amount owed by the Customer. The Company shall invoice the Customer no earlier than ninety (90) days prior to the date the Customer has indicated the termination will occur for any unmitigated costs of the Exit Fee and Early Termination Fee based on the calculation described above. The Exit Fee and Early Termination Fee (if applicable) shall be due in full within thirty (30) days of the date it receives an invoice from the Company for such fees.

If the Customer seeks to change to another rate schedule for which it qualifies, such change will require prior approval from the Company, in its sole reasonable discretion. In the event that the Company approves Customer's change to another rate schedule, the Company, in its sole reasonable discretion, may waive the thirty-six (36) months' notice requirement, the Exit Fee, and the Early Termination Fee (if applicable) if the Company reasonably determines that such costs are fully covered by the Customer under the new rate schedule and not borne by other Customers.

CUSTOMER CREDITWORTHINESS

The Schedule LLPS Customer, or the entity who owns the facility where the Customer takes service and assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, or an entity who otherwise assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, must be reasonably creditworthy as determined in the Company's sole reasonable discretion. As such, the Company retains discretion to evaluate the creditworthiness and credit support of the entity who assumes all contractual obligations under Schedule LLPS and the LLPS Service Agreement, and to require reasonable assurances if necessary to address Customer creditworthiness

COLLATERAL REQUIREMENTS

The Company will require Schedule LLPS Customers to provide collateral in an amount equal to two (2) years of Minimum Monthly Bills, as calculated by the Company (the "Collateral Requirement").

A Customer together with a guarantor, which can include its ultimate parent, corporate affiliate, a tenant, or any other entity with a financial interest in the Customer ("Guarantor") that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement (i) has a credit rating of at least A- from Standard & Poor's ("S&P") and A3 from Moody's, (ii) and if rated A- or A3 has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the collateral requirement as of the end of applicable quarter (and

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 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 8

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 8 of 12 Sheets

LARGE LOAD POWER SERVICE

which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "60% Eligibility Requirements") will be exempt from sixty (60) percent of the Collateral Requirement, with the sixty (60) percent discount not to exceed \$175 million.

A Customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB+ credit rating from S&P and Baa1 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "50% Eligibility Requirements") will be exempt from fifty (50) percent of the Collateral Requirement, with the fifty (50) percent discount not to exceed \$150 million.

A Customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "40% Eligibility Requirements") will be exempt from forty (40) percent of the Collateral Requirement, with the forty (40) percent discount not to exceed \$125 million.

A Customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) either (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, and has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, or (ii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of

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 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 9

EVERGY KANSAS CENTRAL RATE AREA

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which was filed _____

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

Sheet 9 of 12 Sheets

LARGE LOAD POWER SERVICE

the quarter) (collectively, "25% Eligibility Requirements") will be exempt from twenty-five (25) percent of the Collateral Requirement, with the twenty-five (25) percent discount not to exceed \$75 million.

The 60% Eligibility Requirements, the 50% Eligibility Requirements, the 40% Eligibility Requirements, and the 25% Eligibility Requirements are collectively referred to as the "Discount Eligibility Requirements."

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

1. A guarantee from the Customer's Guarantor for the applicable Collateral Requirement, so long as the Guarantor meets the applicable Discount Eligibility Requirement, provided that the dollar amount of the Collateral Requirement that may be provided under the guarantee is subject to credit review by the Company. The guarantee must be in a format acceptable to and approved by the Company, and must include (i) if the Guarantor's creditworthiness is considered for determining the Discount Eligibility Requirements, a commitment from the Guarantor to pay the Collateral Requirement if the Customer fails to make such payments (without a dollar limit), and (ii) a provision that automatically increases the dollar amount of collateral covered by the guarantee if either the Customer or Guarantor no longer satisfies the applicable Discount Eligibility Requirement; or,
2. A standby irrevocable Letter of Credit ("Letter of Credit") for the applicable Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Schedule LLPS Customer or its Guarantor, with a credit rating of at least A- from S&P and A3 from Moody's and a minimum of \$2 billion in assets. Such security must be issued for a minimum term of three hundred sixty (360) days. The Customer must cause the renewal or extension of the security for additional consecutive terms of three hundred sixty (360) days or more, no later than thirty (30) days prior to each expiration date of the security. If the Customer no longer satisfies the applicable Discount Eligibility Requirement, it must increase the amount covered by the Letter of Credit within ten (10) days. If the security is not renewed, extended, or increased as required herein, the Company will have the right to draw immediately upon the Letter of Credit and/or demand cash collateral in the amount of the required increase and be entitled to hold the amounts so drawn or received as security until the Customer has either (i) come back into compliance with the requirements for use of a Letter of Credit or, (ii) if required by the Company, has provided an alternative form of collateral consistent with Schedule LLPS. The Letter of Credit must be in a format acceptable to and approved by the Company; or,

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 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 10

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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

Sheet 10 of 12 Sheets

LARGE LOAD POWER SERVICE

3. A cash deposit for the applicable Collateral Requirement.

The Collateral Requirement must be provided at the time of executing the LLPS Service Agreement.

Any collateral provided to satisfy the Collateral Requirement shall not accrue interest while held by the Company.

The Company will, in its sole reasonable discretion, after the Customer has achieved their peak load and has been operating above one hundred megawatts (100 MWs) for at least five (5) years, consider reducing the Schedule LLPS Customer's collateral obligation over the course of its contract period, on a schedule generally corresponding to the reduction of risk to the Company and its Customers.

The amount of the Collateral Requirement under the foregoing calculation will be recomputed quarterly based upon the Customer's rolling twenty-four (24)-month load forecast as of the first date of the next quarter, and the Customer shall provide the recomputed amount if greater than the current amount held. A Customer must notify the Company within ten (10) business days if it no longer meets the applicable Discount Eligibility Requirements, including if the Customer has been placed on credit watch, if applicable to such eligibility.

In case of an uncured breach by the Customer of the LLPS Service Agreement, an uncured breach of the Guarantor under the parent guaranty, or any notice of termination or refusal to continue the Letter of Credit by the issuing bank, the Company may draw on the applicable collateral, as further set forth in the LLPS Service Agreement.

If, at any time after Customer's initial delivery of the collateral, the Customer fails to comply with the Collateral Requirement, the Company may thereafter pursue any and all rights and remedies at law or in equity, and may take any other action consistent with the LLPS Service Agreement, Schedule LLPS, and the Company's General Rules and Regulations, including but not limited to suspension or curtailment of service.

To the extent the Company draws on a cash deposit provided by a Customer, the Company draws funds from a Letter of Credit or Guarantee, or the Company receives a cash Exit Fee, the Company will defer the amount received minus any amount used to pay for services rendered, together with the Company's weighted average cost of capital, as a regulatory liability to be addressed in the next general ratemaking proceeding.

At any time during the first five (5)-year period immediately subsequent to the execution date of the Customer's LLPS Service Agreement, each dollar of the required collateral amount, up to \$40 million, shall be reduced by

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(Name of Issuing Utility)

Replacing Schedule Initial Sheet 11

EVERGY KANSAS CENTRAL RATE AREA

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LARGE LOAD POWER SERVICE

twenty-five (25) percent if such collateral is provided in the form of cash collateral. For example, cash collateral in the amount of \$30 million, shall be deemed to meet a collateral obligation of \$40 million. At any time, cash collateral can be withdrawn, and a different form of collateral can replace cash collateral, upon ninety (90) days prior written notice, but the substituted form of collateral shall be provided without the twenty-five (25) percent reduction discussed above in this paragraph. Any cash collateral held will be considered as an offset to the amount of CWIP subject to a future CWIP Rider, should one be utilized by the Company.

ADDITIONAL TERMS

Customers receiving service under Schedule LLPS are required to enter in a written service agreement (the "LLPS Service Agreement") that specifies certain provisions of their electric service, including Contract Capacity. Riders applicable to Customer's service will be specified in an exhibit attached to the LLPS Service Agreement, which may be periodically amended subject to the mutual agreement of the Company and Customer to reflect Customer's participation in Company-offered programs.

Service to Customers under this schedule shall not commence until the Company has sufficient capacity to meet the Customer's Contract Capacity requirements.

ADJUSTMENTS AND SURCHARGES

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

- 1. Retail Energy Cost Adjustment (RECA)
- 2. Energy Efficiency Rider (EER)
- 3. Property Tax Surcharge (PTS)
- 4. Tax Adjustment (TA)
- 5. Transmission Delivery Charge (TDC)
- 6. Cost Stabilization Rider (CSR)

DEFINITIONS AND CONDITIONS

- 1. Alternating current, at approximately 60 hertz, at the standard phase and voltage available, shall be supplied to a single location at points on Company's existing transmission or distribution facilities having sufficient capacity.

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

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Replacing Schedule Initial Sheet 12

EVERGY KANSAS CENTRAL RATE AREA

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LARGE LOAD POWER SERVICE

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

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Replacing Schedule RECA Sheet 1

EVERGY KANSAS CENTRAL RATE AREA

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which was filed December 28,

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Sheet 1 of 10 Sheets

RETAIL ENERGY COST ADJUSTMENT

APPLICABILITY

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

BASIS FOR ADJUSTMENT

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

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

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

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

Where:

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

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

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

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Replacing Schedule RECA Sheet 2

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RETAIL ENERGY COST ADJUSTMENT

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

Costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR are excluded. -- In addition, the revenue received from the Renewable Energy Program Rider, the Green Solutions Connection Program, and the Alternate Energy Credit Rider shall be credited as an offset to purchased power.

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

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

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Replacing Schedule RECA Sheet 3

EVERGY KANSAS CENTRAL RATE AREA

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RETAIL ENERGY COST ADJUSTMENT

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

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

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

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

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

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

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

Where:

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

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Replacing Schedule RECA Sheet 4

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RETAIL ENERGY COST ADJUSTMENT

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

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

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

[Costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR are excluded.](#)

In addition, the revenue received from the Renewable Energy Program Rider, [the Green Solutions Connection Program, and the Alternate Energy Credit Rider](#) shall be credited as an offset to purchased power.

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

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Replacing Schedule RECA Sheet 5

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RETAIL ENERGY COST ADJUSTMENT

year.

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

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

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

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

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

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

ACAB_A = Actual ACA balance from the previous ACA year.

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

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

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RETAIL ENERGY COST ADJUSTMENT

implemented in first billing cycle of the second quarter of each year.

NOTES TO THE TARIFF:

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

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RETAIL ENERGY COST ADJUSTMENT

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

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

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

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RETAIL ENERGY COST ADJUSTMENT

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

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RETAIL ENERGY COST ADJUSTMENT

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

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

- In support of physical operations related to a generating resource, including but not limited to,

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RETAIL ENERGY COST ADJUSTMENT

- start-up, shut-down, and unanticipated equipment failures;
 - In anticipation of significant deviations in load or weather forecast; or
 - Other similar situations in which the primary purpose of entering into the virtual transaction is to reduce risk to Evergy Kansas Central ratepayers.
13. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report detailing all of the Virtual Energy Transactions entered into the previous calendar month.
 14. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report summarizing the activity in Accounts 447, 555, 565, 421, and 426. The report shall provide by Account, by SPP Charge Type for SPP transactions, the net change in the Account balance, and MWh's purchased or sold for the month.
 15. Hedging Transactions, as approved by the Commission in Docket No. 23-EKCE-846-TAR, shall be included as a recoverable expense or revenue, recorded to Account 447, Account 501, Account 518, Account 547, Account 555, Account 559.3, or Account 577.3, as long as the transaction serves a legitimate hedging purpose such as:
 - In support of physical operation related to coal, fuel, oil, natural gas, or nuclear;
 - In anticipation of significant deviations in load or weather forecast; or
 - Other situations in which the primary purpose of entering into the physical or financial transaction is to reduce the open price exposure risk to Evergy Kansas Central ratepayers.

Issued February 11 2025
 Month Day Year

Effective _____
 Month Day Year

By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule _____ RECA _____ Sheet _____ 1 _____

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____ December 31, 2024 _____

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

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RETAIL ENERGY COST ADJUSTMENT

APPLICABILITY

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

BASIS FOR ADJUSTMENT

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

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

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

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

Where:

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

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

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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(Name of Issuing Utility)

Replacing Schedule RECA Sheet 2

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RETAIL ENERGY COST ADJUSTMENT

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

Costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR are excluded. In addition, the revenue received from the Renewable Energy Program Rider, the Green Solutions Connection Program, and the Alternate Energy Credit Rider shall be credited as an offset to purchased power.

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

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

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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(Name of Issuing Utility)

Replacing Schedule _____ RECA _____ Sheet _____ 3 _____

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RETAIL ENERGY COST ADJUSTMENT

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

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

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

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

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

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

Where:

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

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

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(Name of Issuing Utility)

Replacing Schedule _____ RECA _____ Sheet _____ 4 _____

EVERGY KANSAS CENTRAL RATE AREA

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RETAIL ENERGY COST ADJUSTMENT

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

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

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

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

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(Name of Issuing Utility)

Replacing Schedule _____ RECA _____ Sheet _____ 5 _____

EVERGY KANSAS CENTRAL RATE AREA

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RETAIL ENERGY COST ADJUSTMENT

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

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

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

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

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

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

ACAB_A = Actual ACA balance from the previous ACA year.

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

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

NOTES TO THE TARIFF:

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

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Replacing Schedule RECA Sheet 6

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 6 of 10 Sheets

RETAIL ENERGY COST ADJUSTMENT

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

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Replacing Schedule RECA Sheet 7

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Sheet 7 of 10 Sheets

RETAIL ENERGY COST ADJUSTMENT

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

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

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

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RETAIL ENERGY COST ADJUSTMENT

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

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RETAIL ENERGY COST ADJUSTMENT

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

12. Virtual Energy Transactions with SPP, (Day-Ahead Virtual Energy, Real-time Virtual Energy, and Day Ahead-Virtual Transaction Fee), shall be included as a cost of Purchased Power as long as the virtual transaction serves a legitimate hedging purpose such as:
 - In support of physical operations related to a generating resource, including but not limited to, start-up, shut-down, and unanticipated equipment failures;
 - In anticipation of significant deviations in load or weather forecast; or
 - Other similar situations in which the primary purpose of entering into the virtual transaction is to reduce risk to Evergy Kansas Central ratepayers.
13. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report detailing all of the Virtual Energy Transactions entered into the previous calendar month.
14. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report summarizing the activity in Accounts 447, 555, 565, 421, and 426. The report

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RETAIL ENERGY COST ADJUSTMENT

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

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

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

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 2

(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 1

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)
21, 2023

which was filed October 8, 2019 ~~November~~

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Sheet 1 of 11 Sheets

GENERAL RULES AND REGULATIONS

2. ELECTRIC SERVICE AVAILABILITY, SERVICE AGREEMENTS, AND NOTICES

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

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

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

2.02 Identification Requirement: Company may require at least one form of positive identification from residential customers applying for Electric Service. Acceptable forms of positive identification include social security number, driver’s license, other photo identification, or birth certificate. A social security number may be requested as one method of positive identification for residential customers, but shall not be required. If positive identification is not readily available, a customer providing a full deposit should have at least thirty (30) days to secure positive identification, provided that said grace period does not conflict with any statutes or regulations relating to identity theft detection, prevention and mitigation. A utility may request the names of each adult occupant residing at the location where residential service is being provided. For non-residential non-incorporated applicants, utilities may require the name of the person(s) responsible for payment of the account and at least one form of positive identification, as well as the name of the business, type of business, and employer identification number issued by the Internal Revenue Service, if applicable. Failure to present positive identification by the required deadline may result in Electric Service disconnection.

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EVERGY KANSAS CENTRAL SERVICE AREA

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Sheet 2 of 11 Sheets

GENERAL RULES AND REGULATIONS

2.03 Service Agreements: A service agreement is an application for Electric Service accepted by Company. Electric service may be applied for orally or by written request. A separate service agreement is required for each Point of Delivery provided for customer. Separate service agreements are also required for Electric Service provided under separate rate schedules, unless Company and customer agree to a different arrangement at the time of application for Electric Service.

2.03.01 Written Service Agreement: A written service agreement is a form that has been signed by customer and accepted by Company and contains the full terms for the supply and taking of Electric Service. Written service agreements are required for customers:

- a) with loads greater than 1,000 kW; or
- b) taking Electric Service from Company's transmission system; or
- c) requiring special facilities; or
- d) requesting Electric Service to loads which may require a minimum monthly payment in excess of rate schedule minimums; or
- e) as required by tariff.

2.03.02 Application for Electric Service:

- a) Completion of Company's standard application or written contract forms shall constitute an application for Electric Service. Company may accept an oral application for Electric Service.
 - i) Any Residential customer making application for Electric Service shall be required to provide documentation evidencing:
 - 1) name on account or person(s) responsible for payment of electric bill,
 - 2) may be required to provide proof of identification as governed by Subsection 2.02, Identification Requirement

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(Name of Issuing Utility)

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(Territory to which schedule is applicable)
21, 2023

which was filed October 8, 2019 ~~November~~

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

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GENERAL RULES AND REGULATIONS

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

Issued February 11 2025
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 2

(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 4

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)
21, 2023

which was filed October 8, 2019 ~~November~~

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

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GENERAL RULES AND REGULATIONS

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

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 2

(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 5

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)
21, 2023

which was filed October 8, 2019 ~~November~~

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GENERAL RULES AND REGULATIONS

be bound by all such provisions of Company's standard application and these General Rules and Regulations. Company's waiver with respect to any customer's default in complying with the provisions of an application for Electric Service shall not be deemed to be a waiver with respect to any other subsequent default by such customer.

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

a) Contributions in Aid of Construction Agreements: Customers are required to sign a separate agreement if Company determines the revenue from customer's Electric Service is not enough to justify the investment needed to serve customer. These agreements require customer to make a payment to Company according to Section 7.06, Facilities Furnished by Company and Section 8, Line Extension.

b) Satisfactory Guarantee of Revenue: A satisfactory guarantee of revenue agreement may be in the form of an adjustment to the minimum bill or other similar provisions of the applicable tariff.

2.03.04 Service Agreement Breach or Default: Company may disconnect Electric Service upon customer's default of a provision in the service agreement. Company's right to disconnect is detailed more fully in Section 2.05, Company's Right to Refuse or Disconnect Electric Service, and Section 5, Discontinuation of Electric Service. Company may also seek legal action if customer fails to comply with the provisions of a service agreement. However, if Company does not seek legal action for a default or breach, it is not prevented from seeking legal action for any continuing or future default or breach.

2.03.05 Service Agreement Assignment and Succession: Service agreements shall not be assigned or transferred by customer without Company's prior consent. Company may seek to bind customer's successors or heirs to the provisions of customer's service agreement or Other Agreements, as set forth in subsection 2.03.03, through Commission or legal action.

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 2

(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 6

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)
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which was filed ~~October 8, 2019~~ November

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GENERAL RULES AND REGULATIONS

2.03.06 Agreement Forms: Standard forms of the following agreements, indemnity bond and ordinances are included in Appendix A, and are hereby incorporated by reference into these Rules and Regulations:

- a) Primary-Secondary Service Agreement
- b) Indemnity Bond
- c) Private Unmetered Lighting Service
- d) Municipal Street Lighting Service
- e) Municipal Traffic Signal Service

2.04 Choice of Rate Schedules and/or Riders: Each customer is responsible for choosing the most economical rate schedule and/or rider for which the requested Electric Service is eligible. Company, shall upon request, provide advice on the rate schedule and/or rider best adapted to existing or anticipated service requirements, as provided by customer. Company does not assume responsibility for customer's selection of rate schedules. A customer shall not resell or allow others to use Electric Service in a manner not authorized by Company's tariffs.

2.04.01 Rate Schedule and/or Rider Substitution:

- a) Where two or more rate schedules and/or riders apply to customer's Electric Service, customer may choose to be billed under any one of the rate schedules and/or riders. Customer may substitute any other applicable rate schedule by notifying Company. The new rate shall take effect after the date of the next meter reading after notice to Company. Only one change may be made in any 12-month period unless, in Company's reasonable discretion, there is a substantial change in customer's use of Electric Service during such period. In that event, Company may allow customer to change rate schedule and/or rider.
- b) Company may change customer's rate schedule and/or rider if Company discovers

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(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 7

EVERGY KANSAS CENTRAL SERVICE AREA

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GENERAL RULES AND REGULATIONS

customer's Electric Service is no longer eligible for the rate schedule and/or rider under which customer is taking Electric Service. Company may reissue bills under the correct rate schedule for Electric Service taken under the incorrect rate schedule. Reissued bills shall cover only that portion of the previous 12-month period during which customer received Electric Service under the incorrect rate schedule and/or rider.

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

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

If customer has outstanding, with Company or any other utility an undisputed and unpaid service account which accrued within (a) 5 years for Electric Service provided under a written agreement; or (b) 3 years for Electric Service provided under an oral agreement, and (c) for the same class of Electric Service previously supplied at the same or former premises located in any area served by Company.
- C. Certain exceptions are provided in the Cold Weather Rule.
- D. Company is not required to provide Electric Service to, and may disconnect Electric Service of, anyone who resided with customer when customer became responsible for an undisputed bill which remains unpaid, if that individual continues to reside with customer. Electric Service may be withheld until the bill is paid, or a payment agreement covering the bill has been established or has been mutually agreed upon. Company shall state the reason for refusing or disconnecting Electric Service per this subsection.
- E. In addition to the reasons listed in Section 5, Company may disconnect Electric Service upon customer's default on or breach of a Service Agreement provided Company follows the Disconnection procedures as set for in Section 5. Electric Service may remain disconnected until such default or breach has been corrected.

2.06 Notices:

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 2

(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 8

EVERGY KANSAS CENTRAL SERVICE AREA

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GENERAL RULES AND REGULATIONS

- A. Company shall give written notice to customer and customer’s agent. Notice shall be delivered or mailed to customer’s address as shown in customer’s service agreement or other Company records.

- B. When customer is required to provide notice to Company, customer shall give it in writing unless:
 - 1) notice is for connection or disconnection of Electric service; or
 - 2) Company agrees to accept oral notice due to customer’s specific situation.

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

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

2.06.01 Notice and Due Diligence: Company shall exercise reasonable diligence in responding to notices from customer, but shall not be responsible for error, delay or expense resulting there from, unless it shall be shown affirmatively that the error, delay or expense has been caused by willful or wanton conduct on part of Company.

2.06.02 Notice and Billing Errors: Billing errors resulting from Company’s failure to respond to customer’s notice shall be corrected by Company. A corrected bill shall be issued showing credits from the incorrect bill, adjusted amount due, or the credit to be refunded. Corrected bills shall be issued for the period beginning with the date of the error. When the date of the error cannot be determined, corrected bills shall be issued for a period of 12 months. Corrected bills shall not be issued for amounts less than that specified in Section 12.04, Bill Error Amount.

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 2

(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 10

EVERGY KANSAS CENTRAL SERVICE AREA

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GENERAL RULES AND REGULATIONS

- A. Customers, or prospective Customers seeking service for loads expected to be greater than 25 megawatts (MW) shall be subject to an initial evaluation and study by the Company prior to receiving service. Such Customers shall notify the Company, in advance, concerning the expected load, project location, and project schedule. The Company will respond with an initial evaluation detailing its conditions of service.

- B. Customers choosing to move forward and seek service for a project shall complete and comply with terms set forth in a Letter of Agreement and submit a refundable deposit of \$200,000 that will be used to offset costs associated with project planning. Should costs exceed this deposit an additional refundable deposit of \$200,000 shall be required. Additional refundable deposits will be required such that the Customer pays all project planning costs associated with their project. Initial deposit funds not used during planning shall be refunded to the customer without interest. These Customers shall be placed in a queue based on the date on which they provided the required information and deposit.
 - a. Service related to projects the Company designates as serving the community interest may be given priority in the queue and may not be required to submit a deposit. Community interest projects are those that are part of a competitive search in which the Company is competing against at least one other location for the project, the Customer reasonably demonstrates that the project will employ at least 250 permanent, full-time employees, and an accredited state or regional economic development organization certifies that the absence of a deposit and expedited timing are critical to the state winning the project.
 - b. The Company shall have sole discretion on the deposit applicability and managing projects in the queue.

- C. The Company will work on advanced study and scoping for up to four (4) projects at a time. Customers with projects being studied shall be notified of the study results and plans to receive service. Once an Initial Projects Agreement is complete, the Company will send necessary details to the Southwest Power Pool ("SPP") for its review. Completed plans shall be valid for six months.

Issued February 11 2025
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SCHEDULE Section 2

(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 11

EVERGY KANSAS CENTRAL SERVICE AREA

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GENERAL RULES AND REGULATIONS

D. Customers choosing to receive service according to these plans shall complete the required agreements to facilitate construction and all required Service Agreements to receive service. The Schedule LLPS tariff and associated Service Agreement contain additional requirements for qualifying projects that must be met to receive service. Customers failing to complete these agreements within the timeframe allowed may be returned to the queue.

E. Additional details regarding the queue process and submission shall be posted to and updated from time to time on the Company's website.

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(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 1

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GENERAL RULES AND REGULATIONS

2. ELECTRIC SERVICE AVAILABILITY, SERVICE AGREEMENTS, AND NOTICES

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

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

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

2.02 Identification Requirement: Company may require at least one form of positive identification from residential customers applying for Electric Service. Acceptable forms of positive identification include social security number, driver’s license, other photo identification, or birth certificate. A social security number may be requested as one method of positive identification for residential customers, but shall not be required. If positive identification is not readily available, a customer providing a full deposit should have at least thirty (30) days to secure positive identification, provided that said grace period does not conflict with any statutes or regulations relating to identity theft detection, prevention and mitigation. A utility may request the names of each adult occupant residing at the location where residential service is being provided. For non-residential non-incorporated applicants, utilities may require the name of the person(s) responsible for payment of the account and at least one form of positive identification, as well as the name of the business, type of business, and employer identification number issued by the Internal Revenue Service, if applicable. Failure to present positive identification by the required deadline may result in Electric Service disconnection.

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Replacing Schedule Section 2 Sheet 2

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GENERAL RULES AND REGULATIONS

2.03 Service Agreements: A service agreement is an application for Electric Service accepted by Company. Electric service may be applied for orally or by written request. A separate service agreement is required for each Point of Delivery provided for customer. Separate service agreements are also required for Electric Service provided under separate rate schedules, unless Company and customer agree to a different arrangement at the time of application for Electric Service.

2.03.01 Written Service Agreement: A written service agreement is a form that has been signed by customer and accepted by Company and contains the full terms for the supply and taking of Electric Service. Written service agreements are required for customers:

- a) with loads greater than 1,000 kW; or
- b) taking Electric Service from Company's transmission system; or
- c) requiring special facilities; or
- d) requesting Electric Service to loads which may require a minimum monthly payment in excess of rate schedule minimums; or
- e) as required by tariff.

2.03.02 Application for Electric Service:

- a) Completion of Company's standard application or written contract forms shall constitute an application for Electric Service. Company may accept an oral application for Electric Service.
 - i) Any Residential customer making application for Electric Service shall be required to provide documentation evidencing:
 - 1) name on account or person(s) responsible for payment of electric bill,
 - 2) may be required to provide proof of identification as governed by Subsection 2.02, Identification Requirement

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(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 3

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GENERAL RULES AND REGULATIONS

- ii) As governed by Subsection 2.02, any non-residential customer, registered with the Secretary of State of Kansas or another state, making application for Electric Service shall be required to provide documentation evidencing:
 - 1) what state the business is registered;
 - 2) the type of business;
 - 3) the complete legal name of the entity;
 - 4) the state of incorporation's identification number for the entity;
 - 5) a certificate of good standing from the entity's state of incorporation, and
 - 6) the business name to be on the account.

- iii) As governed by Subsection 2.02, any non-residential customer, not registered with the Secretary of State of Kansas or another state, making application for Electric Service shall be required to provide documentation evidencing:
 - 1) the type of business,
 - 2) the name of the business,
 - 3) a tax identification number, and
 - 4) the name of the person(s) responsible for payment of the electric bill.

- iv) If a non-residential customer is unable to provide this information, then customer's account will be set up in the name of the person authorized by the entity to set up the account.

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EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 2

(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 4

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GENERAL RULES AND REGULATIONS

- b) If, upon customer's application, customer has an outstanding undisputed unpaid Electric Service account with Company, then Company shall not be required to commence Electric Service with customer until such indebtedness is satisfied or a payment agreement covering the indebtedness is executed. Indebtedness shall include any and all undisputed and unpaid accounts that have accrued within the last:
 - i) 5 years for Electric Service provided under a written agreement; or
 - ii) 3 years for Electric Service provided under an oral agreement, and
 - iii) for the same class of Electric Service previously supplied at the same or former premises located in any area served by Company.
- c) Company shall not refuse Electric Service to customer for an outstanding debt on an account unless customer either signed the service agreement on the account or agreed orally at the time Electric Service was established to be responsible for the account. However, Company may refuse Electric Service when the current customer and the former customer, who signed the Electric Service agreement or agreed orally at the time Electric Service was established to be responsible for the account, or lived together when the debt was incurred and continue to live together. Electric Service may be withheld until such indebtedness is satisfied or a payment agreement covering the indebtedness is executed.
- d) If at the time of application for Electric Service, Company refuses Electric Service to customer in accordance with this subsection, it shall clearly state the reason for its refusal.
- f) A separate application or service agreement shall be made for each class of Electric Service at each separate location. Upon acceptance of an application for Electric Service, Company shall supply customer with Electric Service in accordance with the rates and General Rules and Regulations filed with and approved by the Commission. The taking of Electric Service by customer will constitute acceptance and agreement to be bound by all such provisions of Company's standard application and these General Rules and Regulations. Company's waiver with respect to any customer's default in complying with the provisions of an application for Electric Service shall not be deemed to be a waiver with respect to any other subsequent default by such customer.

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Replacing Schedule Section 2 Sheet 5

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GENERAL RULES AND REGULATIONS

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

- 2.03.04 Service Agreement Breach or Default: Company may disconnect Electric Service upon customer's default of a provision in the service agreement. Company's right to disconnect is detailed more fully in Section 2.05, Company's Right to Refuse or Disconnect Electric Service, and Section 5, Discontinuation of Electric Service. Company may also seek legal action if customer fails to comply with the provisions of a service agreement. However, if Company does not seek legal action for a default or breach, it is not prevented from seeking legal action for any continuing or future default or breach.

- 2.03.05 Service Agreement Assignment and Succession: Service agreements shall not be assigned or transferred by customer without Company's prior consent. Company may seek to bind customer's successors or heirs to the provisions of customer's service agreement or Other Agreements, as set forth in subsection 2.03.03, through Commission or legal action.

- 2.03.06 Agreement Forms: Standard forms of the following agreements, indemnity bond and ordinances are included in Appendix A, and are hereby incorporated by reference into these Rules and Regulations:
 - a) Primary-Secondary Service Agreement
 - b) Indemnity Bond
 - c) Private Unmetered Lighting Service
 - d) Municipal Street Lighting Service
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GENERAL RULES AND REGULATIONS

2.04 Choice of Rate Schedules and/or Riders: Each customer is responsible for choosing the most economical rate schedule and/or rider for which the requested Electric Service is eligible. Company, shall upon request, provide advice on the rate schedule and/or rider best adapted to existing or anticipated service requirements, as provided by customer. Company does not assume responsibility for customer's selection of rate schedules. A customer shall not resell or allow others to use Electric Service in a manner not authorized by Company's tariffs.

2.04.01 Rate Schedule and/or Rider Substitution:

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

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

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

If customer has outstanding, with Company or any other utility an undisputed and unpaid service account which accrued within (a) 5 years for Electric Service provided under a written agreement; or (b) 3 years for Electric Service provided under an oral agreement, and (c) for the same class

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(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 7

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GENERAL RULES AND REGULATIONS

of Electric Service previously supplied at the same or former premises located in any area served by Company.

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

2.06 Notices:

- A. Company shall give written notice to customer and customer's agent. Notice shall be delivered or mailed to customer's address as shown in customer's service agreement or other Company records.
- B. When customer is required to provide notice to Company, customer shall give it in writing unless:
 - 1) notice is for connection or disconnection of Electric service; or
 - 2) Company agrees to accept oral notice due to customer's specific situation.
- C. When customer gives oral notification either in person or by telephone, a confirmation number and an employee's name shall be given to customer as proof of the oral notice. Written notices shall be mailed to Company's customer contact center at:

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By _____
 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC. d.b.a. EVERGY KANSAS CENTRAL SCHEDULE Section 2

(Name of Issuing Utility)

Replacing Schedule Section 2 Sheet 8

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(Territory to which schedule is applicable)

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

- 2.06.01 Notice and Due Diligence: Company shall exercise reasonable diligence in responding to notices from customer, but shall not be responsible for error, delay or expense resulting there from, unless it shall be shown affirmatively that the error, delay or expense has been caused by willful or wanton conduct on part of Company.

- 2.06.02 Notice and Billing Errors: Billing errors resulting from Company's failure to respond to customer's notice shall be corrected by Company. A corrected bill shall be issued showing credits from the incorrect bill, adjusted amount due, or the credit to be refunded. Corrected bills shall be issued for the period beginning with the date of the error. When the date of the error cannot be determined, corrected bills shall be issued for a period of 12 months. Corrected bills shall not be issued for amounts less than that specified in Section 12.04, Bill Error Amount.

- 2.06.03 Notice and Change of Occupancy:
 - a) Notice of customer's intent to terminate service must be given to the appropriate Company representative. Such notice must be provided to Company no less than two (2) business days prior to the date of move out.

 - b) The customer terminating service will be held responsible for all Electric Service supplied to such premise until the later of:
 - i) actual departure, or
 - ii) receipt of the outgoing customer's notice by Company.

 - c) A customer may start Electric Service at an address, even if Company has not received a notice from the previous customer by:

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- i) stating the date when Electric Service was first used by customer at the address, and
- ii) agreeing to pay for Electric service from that date.
- d) The date customer begins using Electric Service at the address shall be considered the notice date of the previous customer.
- e) Customers who have been paying for Electric Service in the name of previous customers may have Electric Service switched to their name with the meter reading prior to the request for change. Company will use reasonable diligence, based on the information provided, to determine the date service was transferred from a previous customer to the customer requesting service. The connect and disconnect order will be dated based on the information provided. The previous customer is not responsible for Electric Service at the address after the date of the final bill.

2.07 Service to Loads Greater than 25MW

- A. Customers, or prospective Customers seeking service for loads expected to be greater than 25 megawatts (MW) shall be subject to an initial evaluation and study by the Company prior to receiving service. Such Customers shall notify the Company, in advance, concerning the expected load, project location, and project schedule. The Company will respond with an initial evaluation detailing its conditions of service.
- B. Customers choosing to move forward and seek service for a project shall complete and comply with terms set forth in a Letter of Agreement and submit a refundable deposit of \$200,000 that will be used to offset costs associated with project planning. Should costs exceed this deposit an additional refundable deposit of \$200,000 shall be required. Additional refundable deposits will be required such that the Customer pays all project planning costs associated with their project. Initial deposit funds not used during planning shall be refunded to the customer without interest. These Customers shall be placed in a queue based on the date on which they provided the required information and deposit.
 - a. Service related to projects the Company designates as serving the community interest may be given priority in the queue and may not be required to submit a deposit. Community interest projects are those that are part of a competitive search in which the Company is competing against at least one other location for the project, the Customer reasonably

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demonstrates that the project will employ at least 250 permanent, full-time employees, and an accredited state or regional economic development organization certifies that the absence of a deposit and expedited timing are critical to the state winning the project.

- b. The Company shall have sole discretion on the deposit applicability and managing projects in the queue.
- C. The Company will work on advanced study and scoping for up to four (4) projects at a time. Customers with projects being studied shall be notified of the study results and plans to receive service. Once an Initial Projects Agreement is complete, the Company will send necessary details to the Southwest Power Pool ("SPP") for its review. Completed plans shall be valid for six months.
- D. Customers choosing to receive service according to these plans shall complete the required agreements to facilitate construction and all required Service Agreements to receive service. The Schedule LLPS tariff and associated Service Agreement contain additional requirements for qualifying projects that must be met to receive service. Customers failing to complete these agreements within the timeframe allowed may be returned to the queue.
- E. Additional details regarding the queue process and submission shall be posted to and updated from time to time on the Company's website.

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8. LINE EXTENSION POLICY

8.01 Purpose

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

8.02 Definition of Terms

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

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

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

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

8.03 General Provisions

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

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

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

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

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

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b. When the cost of extension exceeds the anticipated revenue to be derived and no secondary use of the extension is expected an additional charge to Applicant may be required to address extension removal. The additional charge will cover the cost of insurance, cost of removal, license and fees, taxes, operation and maintenance and administrative and general expenses of such facilities.

c. The Construction Charges will be considered non-refundable unless, at the reasonable discretion of Company and upon written request of the Applicant, the Applicant is reclassified to Permanent Service during the five years after service is established.

C. Facility Type: Determination of facility type and route taken by those facilities will be made by Company to be consistent with the characteristics of an Applicant's requirements and the nature of Company's existing facilities in the area.

The facilities provided will be constructed to conform to the Electric Service Standards. Except as otherwise provided, the type of construction required to serve the Applicant appropriately will be determined by Company.

D. Extensions of Distribution Lines: Each application to the Company for electric service will be studied, as received, to determine the amount of investment warranted to supply electric service at premises not adjacent to its existing distribution facilities. At its reasonable discretion, the Company will determine the extension type and route in accordance with Applicant requested capacity, voltage, and phase among other characteristics.

E. Distribution Extension - Contributions to Cost: Company may contribute to the cost of constructing distribution line extensions. If the project is cancelled by the Applicant, Company shall have no further obligation, and any costs associated with planning, engineering and any other reasonable costs which have already been incurred which cannot be canceled shall be reimbursed to

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

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

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

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

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

- G. Right-of-Way Limitations: Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and/or easements satisfactory to Company have been received. Company shall not in any case be required to secure private rights-of-way or easements for the purpose of making extensions of electric distribution lines or other facilities to property owned or otherwise controlled by Applicant. Applicant may provide or procure for Company such private rights-of-way and/or easements as are satisfactory to Company for the construction, operation, and maintenance by Company of its facilities necessary or incidental to the supplying of electric service. Such rights-of-way and/or easements shall be free and clear of obstructions and trees when it interferes with construction and operation of the extension and graded to within six (6) inches of final grade by Applicant. Costs to remove such obstructions and prepare grading are the Applicant's responsibility. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions required. However, Company will not make extensions on streets or alleys not covered by lawful franchise grants or any applicable statute or regulation.

- H. Relocation of Company Facilities: Applicant shall consult Company before beginning any construction that may affect Company's facilities. Applicant shall not enclose Company's facilities, use any poles, wires, structures, or other Company facilities for fastening objects to use as support or any other purpose. Applicant shall not locate anything in close proximity to Company's facilities that shall cause interference with the supply of electric service or cause a dangerous condition to exist. Applicant shall reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at Applicant's request. Company's facilities shall be removed or relocated only by Company's employees, agents, or authorized representatives. If Applicant's request to relocate Company's facilities is associated with Applicant's expansion, then Section 8.06 Extensions of Lines to Non- Residential Applicants shall apply.

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

8.04 Permanent Residential Extensions

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

- 1. Residential Applicants shall mean those Applicants having single or multiple units within a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy, each having separate kitchen facilities, sleeping facilities, living facilities and permanent provisions for sanitation, and are served through one meter. Residential electric service shall mean the use of electric service principally for domestic purposes in Applicant's household, home, detached garage on the same premise as Applicant's home, or place of dwelling for the maintenance or improvement of Applicant's quality of life. Residential Applicant uses shall also include domestic premises served through one meter that have been converted from one to no more than four single-family dwelling units each having separate kitchen facilities; and also premises in which four or fewer sleeping rooms are rented or available for rent. Those premises exceeding such limitations shall not be considered Residential. The primary use of electric service shall be limited to lighting, small motor usage, comfort space conditioning, water heating, food preparation and other household uses. The Company has reasonable discretion in determining if a proposed load is Residential.
- 2. Company shall calculate and contribute the cost to construct a standard one-quarter (1/4) mile extension from the nearest existing electric distribution line having sufficient capacity

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to provide adequate electric service to Applicant along easements, streets, roads, highways, and alleys. The standard one-quarter (1/4) mile extension will consist of the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per Residential Applicant.

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3. Applications for electric service beyond the Basic Extension Request, such as requests requiring more than 25 kVA of transformer capacity, extensions of three-phase service, line extensions further than ¼ mile, or line extensions requiring more than available distribution voltage are reserved for special consideration by Company. With respect to those applications, Company may require Applicant to provide contribution or guarantee of revenue. If, in Company's reasonable discretion, any extension requires extraordinary construction costs or the prospective electric service usage is unlikely to generate revenues from the extension that will pay Company a fair return on its investment, Company reserves the right to:
 - a. require Applicant contribution sufficient to compensate Company for the expense in excess of the Basic Extension,
 - b. a satisfactory guarantee of revenue.

4. In the absence of special arrangements, Company requires the Applicant contribution or a guarantee of revenue in advance of any construction or modification of Company's facilities. Company reserves the right and the customer may request to modify such contribution or guarantee of revenue after actual costs becomes known (true-up). The term "estimated cost" as used herein will be estimated cost for materials, labor and work equipment, plus Company's related overheads. Company may allow Applicant to pay their contribution in equal monthly installments with a 15% down payment. This may come in the form of a unique Customer Charge or an increase to an existing monthly Customer Charge over sixty consecutive bills.

B. Residential Line Extensions to Permanent Mobile Home Parks

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

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

C. Residential Line Extensions to Transient Mobile Home Parks

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

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

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

D. Resale of Electric Service

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

E. Public Service Mobile Home Court

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

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

8.05 Residential Subdivision Extensions

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

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

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

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

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

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

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

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

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I. Terms and Conditions:

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

8.06 Permanent Non-Residential Extensions

- A. Each application to Company for electric service requiring an extension to a non-residential customer of Company's existing distribution facilities will be studied by Company, as received. Company may determine the amount of investment warranted by Company in making such extension and the Applicant Contribution In Aid of Construction, giving full consideration to the Applicant's load requirements and characteristics and Company's estimated revenue from the Applicant during the term of Applicant's service agreement as may be required by Company. In

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the absence of special arrangements between the Applicant and Company, the Applicant shall pay Company for any cost of such extension in excess of the investment warranted by Company.

B. In those areas where the Company determines to provide underground network service, the Company shall furnish, install, own, operate, and maintain the underground conductors, at its own cost and expense, a maximum of 10 feet onto the Applicant's premises. If additional length conductors are required, the Applicant shall reimburse the Company for its added expense. The Company will make all electrical connections to the Applicant's distribution system.

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

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

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

8.07 Redundant or Emergency Service

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

8.08 Cost Recovery for Large or Transmission Level Construction Projects

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

- A. require the Customer, the Customer representative or Developer to provide a financial guarantee before planning, sourcing, and construction of requested facilities. The financial guarantee may take the form of a contractual guarantee, letter of credit or other form suitable to the Company. In lieu of a financial guarantee, a prepayment suitable to cover the planning, sourcing, and construction costs may be accepted. The Company will place the prepayment into escrow subject to mutually defined terms. If the terms are met, the Company will refund the prepayment, otherwise the prepayment is retained by the Company and applied to the cost incurred for that project.
- B. allow Customer to pay other construction and extension-related costs in the form of monthly installments included as part of the regular monthly billing for electric service. Terms associated with these installments will be established with each Customer as needed to support their respective project.
- C. for extensions of transmission or substation facilities, any Customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs will not include any resulting network upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. In the event the Southwest Power Pool modifies cost allocation methodologies for network upgrade costs related to large load interconnections, nothing herein prevents the parties from proposing modifications to how Evergy allocates such costs among its retail customers. Customers requesting service through substation

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or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any Service Agreements required by the applicable rate schedule as a condition for any construction to commence.

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8. LINE EXTENSION POLICY

8.01 Purpose

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

8.02 Definition of Terms

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

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

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

8.03 General Provisions

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

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

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

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

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

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

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

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- G. Right-of-Way Limitations: Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and/or easements satisfactory to Company have been received. Company shall not in any case be required to secure private rights-of-way or easements for the purpose of making extensions of electric distribution lines or other facilities to property owned or otherwise controlled by Applicant. Applicant may provide or procure for Company such private rights-of-way and/or easements as are satisfactory to Company for the construction, operation, and maintenance by Company of its facilities necessary or incidental to the supplying of electric service. Such rights-of-way and/or easements shall be free and clear of obstructions and trees when it interferes with construction and operation of the extension and graded to within six (6) inches of final grade by Applicant. Costs to remove such obstructions and prepare grading are the Applicant's responsibility. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions required. However, Company will not make extensions on streets or alleys not covered by lawful franchise grants or any applicable statute or regulation.

- H. Relocation of Company Facilities: Applicant shall consult Company before beginning any construction that may affect Company's facilities. Applicant shall not enclose Company's facilities, use any poles, wires, structures, or other Company facilities for fastening objects to use as support or any other purpose. Applicant shall not locate anything in close proximity to Company's facilities that shall cause interference with the supply of electric service or cause a dangerous condition to exist. Applicant shall reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at Applicant's request. Company's facilities shall be removed or relocated only by Company's employees, agents, or authorized representatives. If Applicant's request to relocate Company's facilities is associated with Applicant's expansion, then Section 8.06 Extensions of Lines to Non- Residential Applicants shall apply.

- I. Ownership of Facilities: Except as noted below, all Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of Company once approved and accepted by Company.

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

8.04 Permanent Residential Extensions

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

- 1. Residential Applicants shall mean those Applicants having single or multiple units within a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy, each having separate kitchen facilities, sleeping facilities, living facilities and permanent provisions for sanitation, and are served through one meter. Residential electric service shall mean the use of electric service principally for domestic purposes in Applicant's household, home, detached garage on the same premise as Applicant's home, or place of dwelling for the maintenance or improvement of Applicant's quality of life. Residential Applicant uses shall also include domestic premises served through one meter that have been converted from one to no more than four single-family dwelling units each having separate kitchen facilities; and also premises in which four or fewer sleeping rooms are rented or available for rent. Those premises exceeding such limitations shall not be considered Residential. The primary use of electric service shall be limited to lighting, small motor usage, comfort space conditioning, water heating, food preparation and other household uses. The Company has reasonable discretion in determining if a proposed load is Residential.
- 2. Company shall calculate and contribute the cost to construct a standard one-quarter (1/4) mile extension from the nearest existing electric distribution line having sufficient capacity to provide adequate electric service to Applicant along easements, streets, roads, highways, and alleys. The standard one-quarter (1/4) mile extension will consist of the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per Residential Applicant.

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

B. Residential Line Extensions to Permanent Mobile Home Parks

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

Replacing Schedule Section 8 Sheet 9

EVERGY KANSAS CENTRAL SERVICE AREA

(Territory to which schedule is applicable)

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GENERAL RULES AND REGULATIONS

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

C. Residential Line Extensions to Transient Mobile Home Parks

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

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

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GENERAL RULES AND REGULATIONS

D. Resale of Electric Service

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

E. Public Service Mobile Home Court

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

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

8.05 Residential Subdivision Extensions

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

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

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

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

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GENERAL RULES AND REGULATIONS

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

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

G. Irrevocable Letter of Credit Financial Institution Requirements:

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

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GENERAL RULES AND REGULATIONS

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

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

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

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

I. Terms and Conditions:

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

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GENERAL RULES AND REGULATIONS

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

8.06 Permanent Non-Residential Extensions

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

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GENERAL RULES AND REGULATIONS

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

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

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

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

8.07 Redundant or Emergency Service

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

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GENERAL RULES AND REGULATIONS

8.08 Cost Recovery for Large or Transmission Level Construction Projects

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

- A. require the Customer, the Customer representative or Developer to provide a financial guarantee before planning, sourcing, and construction of requested facilities. The financial guarantee may take the form of a contractual guarantee, letter of credit or other form suitable to the Company. In lieu of a financial guarantee, a prepayment suitable to cover the planning, sourcing, and construction costs may be accepted. The Company will place the prepayment into escrow subject to mutually defined terms. If the terms are met, the Company will refund the prepayment, otherwise the prepayment is retained by the Company and applied to the cost incurred for that project.
- B. allow Customer to pay other construction and extension-related costs in the form of monthly installments included as part of the regular monthly billing for electric service. Terms associated with these installments will be established with each Customer as needed to support their respective project.
- C. for extensions of transmission or substation facilities, any Customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs will not include any resulting network upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. In the event the Southwest Power Pool modifies cost allocation methodologies for network upgrade costs related to large load interconnections, nothing herein prevents the parties from proposing modifications to how Evergy allocates such costs among its retail customers. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any Service Agreements required by the applicable rate schedule as a condition for any construction to commence.

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ALTERNATIVE ENERGY CREDIT RIDER

AVAILABILITY

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

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

APPLICABILITY

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

DEFINITIONS

For purposes of this Program, the following definitions apply:

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

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

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

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

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ALTERNATIVE ENERGY CREDIT RIDER

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

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

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

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

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

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

PRICING

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

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

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ALTERNATIVE ENERGY CREDIT RIDER

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

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

PROGRAM PROVISIONS

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

REPORTING

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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CUSTOMER CAPACITY RIDER

AVAILABILITY

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

APPLICABILITY

The Customer Capacity Rider ("CCR") enables the Company to credit an eligible Customer for using their supply of generation capacity as Southwest Power Pool ("SPP") accredited capacity for use by the Company to serve the Customer's load.

TERM

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

BILLING

The Customer shall receive a credit equal to the price difference between the Schedule LLPS Demand Charge price and the negotiated pricing in the capacity contract for each accredited kW of contracted customer capacity, reduced by the applicable SPP planning reserve margin. The monthly billing demand shall be reduced by the accredited kW of contracted customer capacity applicable to that same month. Details concerning the amount of capacity contracted, and the negotiated price will be memorialized in the Schedule LLPS Service Agreement.

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

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CUSTOMER CAPACITY RIDER

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

PROGRAM PROVISIONS AND CONDITIONS

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

For purposes of the CCR, the Customer's capacity may be owned or contracted by the Customer, a subsidiary of the Customer, or an affiliate of the Customer, and shall be transferred to the Company via a bilateral contractual agreement. The Company may alternatively accept replacement accredited capacity provided by the Customer from another resource subject to mutual agreement between the parties. Any agreed to replacement accredited capacity will be subject to the same material terms and conditions as the original capacity source. Capacity associated with resources located behind the Customer meter are not acceptable for use under this rider.

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

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

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

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CUSTOMER CAPACITY RIDER

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

CONDITIONS

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

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

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By _____
Darrin Ives, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE _____ CER _____

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule _____ Initial _____ Sheet 1

which was filed _____

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

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CLEAN ENERGY RIDER

AVAILABILITY

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

APPLICABILITY

The Clean Energy Choice Rider enables eligible Customers taking service under Schedule LLPS to support the procurement of clean energy resources and/or replacement of one or more existing resources in lieu of or in addition to the Company's Preferred Resource Plan. Within the Company's Integrated Resource Planning ("IRP") process, the eligible Customer may request clean resource types be deployed in place of or in addition to one or more resources selected in the Company's Preferred Resource Portfolio. This shall include distributed energy resources, such as demand-side management, energy efficiency, and battery storage. If the Requesting Customer's proposed generation is adopted by the Company as part of a Clean Energy Preferred Resource Plan, the Company and the Requesting Customer will execute an agreement that determines cost recovery from the Requesting Customer for the selected resources and any appropriate credit including consideration of any related Renewable Energy Credits ("RECs") to the Requesting Customer's bill. No energy or capacity will be directly provided to the Requesting Customer from the incremental clean energy resources as a result of participating in this Rider.

DEFINITIONS

For purposes of this Rider, the following definitions apply:

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

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CLEAN ENERGY RIDER

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

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

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

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

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CLEAN ENERGY RIDER

PROGRAM PROVISIONS

All aspects of this Rider will occur within the normal timing and execution of the Company's IRP process. Prior to the execution of an IRP cycle, and preferably during the fourth quarter of a given year, a Requesting Customer shall notify the Company through the Requesting Customer's Company's Company Customer Solutions representative, its interest in modifying the Company's current Preferred Resource Plan. The Company will engage with the Requesting Customer to understand the Requesting Customer's desired clean resource modifications, will study the alternative resource scenarios, and may then develop a Clean Energy Preferred Resource Plan that attempts to reasonably accommodate the Requesting Customer's clean resource request. In considering supply-side resources, the Company will not place any limitations on the size of the resource considered or brought forward by a Requesting Customer. Upon doing so, the Company will provide the Requesting Customer with an indicative cost estimate for the associated clean resource modifications, as well as the Cost Differential of such. Should the Requesting Customer request multiple clean resource modifications, the Company may model some or all of them, at its discretion. The Company will ensure any Clean Energy Preferred Resource plan meets the Company's requirements to provide safe, reliable, and efficient service for all customers.

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

A Clean Energy Preferred Resource Plan will be submitted to the Commission through the Company's IRP process and is subject to Commission review and order. If found to meet IRP requirements by the Commission, the Company will follow Good Utility Practice to execute the Clean Energy Preferred Resource Plan. Any alternative resources or combination of resources that would be procured pursuant to this rider and result in a material change to the Company's Preferred Resource Plan, would be submitted to the Commission for review through a predetermination filing. The agreement executed between Company and the Requesting Customer would be submitted for Commission approval as part of any such predetermination filing. If approvals are not granted in a manner satisfactory to the Company in its sole discretion, the Company may not elect to move forward with the Clean Energy Preferred Resource Plan.

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CLEAN ENERGY RIDER

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

CHARGES AND BILLING

The Company and the Requesting Customer will execute an agreement that determines cost recovery from the Requesting Customer for the selected resources and any appropriate credit including consideration of any related RECs to the Requesting Customer's bill.

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

TERMINATION

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

RENEWABLE ATTRIBUTES

If applicable, the Company and the Requesting Customer shall establish terms and conditions via separate commercial agreement regarding the treatment of the RECs and renewable attributes associated with the Clean Energy Preferred Plan.

CLEAN RESOURCE PRODUCTION DATA

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

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CLEAN ENERGY RIDER

CONDITIONS

Schedule CER participants will be subject to separately negotiated terms and conditions, including collateral requirements, based upon the above-referenced separate commercial agreement negotiated between the Company and the Requesting Customer.

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

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COST STABILIZATION RIDER

AVAILABILITY

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

APPLICABILITY

The Cost Stabilization Rider ("CSR") requires an additional charge (the "CSR Charge") paid by Customers receiving service under Schedule LLPS to ensure appropriate recovery of costs incurred by the Company to serve Schedule LLPS Customers. Making the CSR non-bypassable ensures that Schedule LLPS Customers are substantially covering the cost to serve them through their tariffed rates and through any other voluntary riders in which the Schedule LLPS Customer enrolls.

TERM

Charges under this schedule shall be applied during the Term of the Customer's service, consistent with and as defined by Schedule LLPS.

BILLING

The CSR Charge shall be calculated based on comparing the Schedule LLPS Customer's estimated base rate revenue and estimated final bill revenue prior to applying Schedule CCR, Schedule DRLR, or Schedule CER. Estimated base rate revenue shall be the revenue produced by all applicable base rate and non-LLPS riders and the estimated final bill revenue shall be the base rate revenue plus any applicable rate discounts, such as an approved economic development rate. Should the Schedule LLPS Customer's estimated revenue fall below the Customer's estimated rate revenue, an amount, expressed in a dollar per kW (\$/kW) charge, will be added to the Customer's billing through this charge. The CSR Charge shall be customer-specific and memorialized in the Customer's LLPS Service Agreement. This comparison shall be completed annually.

The CSR Charge shall be applied to the Customer's monthly billing, identified as a separate line item and shall not be subject to any related Economic Development Rider discount.

CONDITIONS

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

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DEMAND RESPONSE & LOCAL GENERATION RIDER

AVAILABILITY

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

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

APPLICABILITY

The Demand Response & Local Generation Rider ("Program" or "DRLR") enables customers enrolled in Schedule LLPS to participate in an interruptible demand response program in which participants can designate a portion of their load as interruptible (i.e. curtailable) and provide the Company with the right to curtail participant load during peak and constrained grid condition periods to improve system reliability, address resource adequacy, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to available generation or market energy purchases in the wholesale market. The Company may, in its discretion, request that a participating Customer curtail for any of these operational or economic reasons.

DEFINITIONS

For purposes of this Program the following definitions apply:

1. Participant – The Customer, specified as the Participant in the Participation Agreement, is the eligible Customer that has received notification of acceptance into the Program.
2. Participation Agreement – A non-tariffed commercial contract between the Company and Customer, used for enrollment purposes and to establish the full terms and conditions of the Program. Eligible Customers shall be required to sign the Participation Agreement prior to participating in the Program. This agreement may be provided and executed electronically.
3. Reduction Amount ("RA") – The reduction of load by the Participant either manually or automated for the duration of the DR event.

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DEMAND RESPONSE & LOCAL GENERATION RIDER

- 4. Enrolled Load – The total contracted load reduction specified within the Participation Agreement that the Participant may be required to reduce for each curtailment event.
- 5. Curtailment Event (“Event”) – Period when the Company determines the need for Participants to reduce energy consumption during peak and constrained grid conditions
- 6. Calculated Baseline (“CBL”) – The calculated estimate of what the Participant most likely would have consumed during the curtailment event period. Baselines are developed for each curtailment event utilizing customer specific data from historic metered usage.
- 7. Reduction Credit (“RC”) – Credit amount for the curtailment event period during which the event is called and the period(s) of time the Participant has successfully curtailed load.

PROGRAM PROVISIONS AND CONDITIONS

Customers will have two timing options they can choose from and, whether they elect one or both, they agree to make their load available for DRLR curtailments during that time. A Participant must show economic and technical feasibility for measurable and verifiable load curtailment during their selected option of availability below:

Option 1:

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

Option 2:

Unconstrained: All hours: All days; January through December.

The Company shall evaluate the Participant’s metered usage data, technical specifications and operational characteristics of the facility’s equipment to establish a curtailment plan and estimated associated curtailable load (measured in kW) to determine the Enrolled Load. The Participation Agreement will specify the curtailable load and commits the Participant to being able to curtail their Enrolled Load during a curtailment event. The Company will provide advance notice but will require participants to have a curtailment plan and demonstrate their ability to curtail load.

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DEMAND RESPONSE & LOCAL GENERATION RIDER

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

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

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

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

1. Manual DR

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

2. Automated Demand Response (ADR) utilizing on-site generation

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

On-Site Generation Term

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

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DEMAND RESPONSE & LOCAL GENERATION RIDER

Wholesale Market Registration

Market resource registration may be offered for all applicable resources that participate under this tariff and qualify and perform as a market registered resource ("MRR"). Market registration offers an additional opportunity for the Participant to reduce its electric costs through participation with the Company in the wholesale market within the SPP. A Participant shall receive payment for providing its load reduction during high energy price periods. MRR is available to Program Participants whose DR resources are compliant with the SPP tariff and SPP marketplace protocol requirements and can provide sustainable load reduction during market participation. A MRR Participant has the option of committing its DR Resources to the SPP Integrated Marketplace unless the Company has scheduled a potential demand response curtailment event for the same time period. Participation in MRR authorizes the Company to offer the Participant's curtailment amount in the SPP Market and Participant compensation is based on any SPP settlement payment less MRR fees. All SPP registration and technical requirements, market operating and settlement procedures, MRR fees, and other terms and fees are detailed in the Participation Agreement.

PRICING

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

Under Schedule DRLR, Participating customers will be compensated through a credit based on their enrolled timing option. The Participant will receive an on-bill credit or check payment for its level of reduction achieved and an incentive payment based on its measured curtailment reduction.

Reduction Amount

The Reduction Amount is a monthly performance amount applied to each billing month in which an event is called. The credit amount is calculated based on the Participant's hourly kWh load compared to the Participant's summer and winter hourly CBL. The Company shall employ a Calculated Baseline methodology to determine the Participant's demand savings associated with a DR curtailment event. A CBL approach applies a model or algorithm to develop a customer-specific baseline for each day from historic metered usage data that is then used to forecast load impacts for each hour of the event absent a curtailment event. This baseline is calibrated to best match recent operational and/or weather patterns. This baseline is then compared to the actual metered average hourly demand during the curtailment event. The difference between the forecasted hourly baseline and the Participant's actual metered hourly usage during the curtailment event equals the hourly kW impact of the

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DEMAND RESPONSE & LOCAL GENERATION RIDER

curtailment event. All kW shall be calculated as a whole number, and may thus be rounded up or down. The event hourly average kW achieved divided by the kW enrolled is the Participant's percent kW achieved. The Company shall pay the Participant under the terms of Schedule DRLR for the achieved average percent of its enrolled curtailable load within the established baseline and peak curtailment as detailed in the Participation Agreement. The hourly RA formula is:

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

Participant Participation Fees

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

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

Reduction Credit

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

Monthly RC = Monthly Average RA x Monthly Reduction Credit (Constrained or Unconstrained) - DR EO Fee – Administration Fee

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DEMAND RESPONSE & LOCAL GENERATION RIDER

CREDIT SCHEDULE

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

Month	Allocation Percentage	Unconstrained	Constrained	Demand Response Earnings Opportunity Fee	Unconstrained Max Hours Per Month	Constrained Max Hours Per Month
		\$/kW per Month	\$/kW per Month	\$/kW per Month	Hours	Hours
January	12.5%	\$6.75	\$5.38	(\$1.31)	744	480
February	12.5%	\$6.75	\$5.38	(\$1.31)	672	480
March	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
April	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
May	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
June	12.0%	\$6.48	\$5.16	(\$1.26)	720	461
July	14.0%	\$7.56	\$6.02	(\$1.47)	744	538
August	14.0%	\$7.56	\$6.02	(\$1.47)	744	538
September	10.0%	\$5.40	\$4.30	(\$1.05)	720	384
October	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
November	2.5%	\$1.35	\$1.08	(\$0.26)	219	96
December	12.5%	\$6.75	\$5.38	(\$1.31)	744	480

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DEMAND RESPONSE & LOCAL GENERATION RIDER

PARTICIPATION AGREEMENT TERM

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

REPORTING

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

EVALUATION

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

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SCHEDULE **ECA**

Replacing Schedule **ECA** Sheet **1**

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed December 2831, 2023—2024

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ENERGY COST ADJUSTMENT

APPLICABILITY

This Energy Cost Adjustment (ECA) Schedule shall be applicable to all Evergy Kansas Metro's Retail Rate Schedules.

BASIS

Energy costs will be measured and applied to a customer's bill using an ECA factor. The ECA factor is applied on a kilowatt-hour basis (\$/kWh). Retail customer charges for energy costs are determined by multiplying the kilowatt-hours of electricity during any calendar month by the corresponding ECA factor for that calendar month.

ENERGY COST ADJUSTMENT

Prior to January 1 of each ECA year, an ECA factor (ECA_P) will be calculated for each calendar month of the ECA year as follows:

$$ECA_P = \frac{(F_P + P_P + E_P + EC_P + T_P - OSSR_P)}{S_P} - \frac{ACA_A}{S_{ACA}}$$

Where:

F_P = Projected cost of nuclear and fossil fuel to be consumed for the generation of electricity during the month in which the ECA is in effect for all Evergy Metro, Inc. customers to be recorded in Account 501, Account 518, Account 547, Account 559.3 and Account 577.3, excluding any Evergy Metro, Inc. internal labor cost.

P_P = Projected cost of purchased power during the month in which the ECA is in effect all Evergy Metro, Inc. customers to be recorded in Account 555, and Evergy Metro, Inc.'s projected charges or credits incurred due to participation in markets associated with Regional Transmission Organizations (RTOs). This includes amounts for all capacity purchases (both exceeding one year and less than one year). This also includes Hedging Transactions as discussed in note 14 to the tariff. This excludes projected amounts associated with portions of purchased power agreements dedicated to specific customers under the Renewable Energy Rider tariff, [costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR.](#) In addition, the revenue received from the Renewable Energy Program Rider, the Green Solutions Connection Program, and the Alternate Energy Credit Rider shall be credited

Issued November September 15 2024 2025
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Darrin Ives, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 2

which was filed December 28³¹, 2023—2024

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

Sheet 2 of 9 Sheets

ENERGY COST ADJUSTMENT

as an offset to purchased power.

- EP = Projected cost of emission allowances and amortizations during the month in which the ECA is in effect for all Evergy Metro, Inc. customers to be recorded in Account 509.
- EC_P = Projected revenues and costs from environmental credits to be recorded in Accounts 411.11 and 411.12 and Accounts 555.2 and 555.3, respectively, during the month in which the ECA is in effect for all Evergy Metro, Inc. customers.
- T_P = Projected cost of transmission inside or outside of SPP necessary to make purchases and sales outside of SPP, which is not otherwise recovered through Evergy Kansas Metro Transmission Formula Rate or Transmission Delivery Charge, during the month in which the ECA is in effect for all Evergy Metro, Inc. customers to be recorded in Account 561.4, Account 561.8, Account 565, Account 575.7 and Account 928.
- OSSR_P = Projected revenues from off-system sales during the month in which the ECA is in effect, to be recorded in Account 447 and Evergy Metro, Inc.'s projected credits or charges incurred due to participation in markets associated with Regional Transmission Organizations (RTOs). This includes amounts for all capacity sales (both exceeding one year and less than one year). This also includes Hedging Transactions as discussed in note 14 to the tariff. This excludes projected amounts associated with portions of purchased power agreements dedicated to specific customers under the Renewable Energy Rider tariff.
- S_P = Projected kWhs to be delivered to all Evergy Metro, Inc. customers during the month in which the ECA is in effect.
- S_{ACA} = Projected kWhs for Evergy Kansas Metro customers for the twelve-month period beginning in April of the year following the ECA year.
- ACA_A = The Actual Cost Adjustment (ACA) true-up amount for an ECA year, to be calculated by March 1 of the year following the ECA year and to be applied for a twelve-month period beginning April 1 of the year following the ECA year. The true-up amount will reflect any difference between the total ECA revenue for the Retail sales during the ECA year and the actual net costs incurred to achieve those Retail sales. Such true-up amount may be positive or negative. Any remaining balances from prior true-up periods will be added.

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THE STATE CORPORATION COMMISSION OF KANSAS

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(Name of Issuing Utility)

SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 3

which was filed December 28³¹, 2023—2024

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

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ENERGY COST ADJUSTMENT

$$ACA_A = ECAREV_A - (F_A + P_A + E_A + EC_A + T_A - OSSRA) \times \frac{S_{AK}}{S_{AT}} + ACA_{PRIOR}$$

Where:

ECAREV_A = Actual ECA revenue for Evergy Kansas Metro's Retail sales during the ECA year.

F_A = Actual total company cost of nuclear and fossil fuel consumed for the generation of electricity for the ECA year recorded in Account 501, Account 518, Account 547, Account 559.3 and Account 577.3, excluding any internal Evergy Metro, Inc. labor costs.

P_A = Actual total company cost of purchased power incurred during the ECA year recorded in Account 555, and Evergy Metro, Inc.'s actual charges or credits incurred due to participation in markets associated with Regional Transmission Organizations (RTOs). This includes amounts for all capacity purchases (both exceeding one year and less than one year). This also includes Hedging Transactions as discussed in note 14 to the tariff. This excludes amounts associated with portions of purchased power agreements dedicated to specific customers under the Renewable Energy Rider tariff, costs associated with Interim Capacity under Schedule LLPS; and costs associated with capacity purchased under Schedule CCR. In addition, the revenue received from the Renewable Energy Program Rider, the Green Solutions Connection Program, and the Alternate Energy Credit Rider shall be credited as an offset to purchased power.

E_A = Actual total company emission allowance costs and amortizations incurred during the ECA year recorded in Account 509 and gains or losses of emission allowances recorded in Account 411.8 or 411.9 respectively for the previous ACA year.

EC_A = Actual total company revenues and costs from environmental credits recorded in Accounts 411.11 and 411.12 and Accounts 555.2 and 555.3, respectively, during the ECA year.

T_A = Actual total company cost of transmission inside or outside of SPP necessary to make purchases and sales outside of SPP, which is not otherwise recovered through the Evergy Kansas Metro Transmission Formula Rate or Transmission Delivery Charge, and recorded to Account 561.4,

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THE STATE CORPORATION COMMISSION OF KANSAS

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(Name of Issuing Utility)

SCHEDULE **ECA**

Replacing Schedule **ECA** Sheet **4**

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed **December 28³¹, 2023—2024**

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

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ENERGY COST ADJUSTMENT

Account 561.8, Account 565, Account 575.7 and Account 928.

OSSR_A = Actual total company revenues from off-system sales during the month in which the ECA is in effect, recorded in Account 447 and Evergy Metro, Inc.'s amounts incurred due to participation in markets associated with Regional Transmission Organizations (RTOs). This includes amounts for all capacity sales (both exceeding one year and less than one year). This also includes Hedging Transactions as discussed in note 14 to the tariff.

S_{AK} = Actual kWhs delivered to Evergy Kansas Metro customers during the ECA year.

S_{AT} = Actual kWhs delivered to all Evergy Metro, Inc. customers during the ECA year.

ACA_{PRIOR} = Remaining true-up amounts from previous ECA years (positive or negative).

NOTES TO THE TARIFF:

1. On or before December 20th prior to each ECA year, Evergy Kansas Metro will submit a report containing the projected monthly ECA factors on a \$/kWh basis for each month of the coming ECA year. Such report will set the monthly ECA factors for January, February and March of the ECA year. Evergy Kansas Metro will publish such projected monthly ECA factors, and any updates to such monthly ECA factors to consumers.
2. On or before the 20th day of March, June, and September of each ECA year, Evergy Kansas Metro will submit a report containing updated projected ECA factors for the remaining months of the effective ECA year. Such updated projected ECA factors will set the monthly ECA factors for the next calendar quarter of the ECA year. Such report shall also compare the original ECA revenue projections and the then-current ECA year-end projections on a total revenue basis. If the original projection and the then-current projection become significantly out of balance at any time during the ECA year, the remaining monthly ECA factors may be adjusted to address the anticipated difference.
3. On or before the 1st day of March each year beginning March 1, 2009, Evergy Kansas Metro will file an application that provides the true-up reconciliation for the preceding ECA year, otherwise known as the Actual Cost Adjustment ("ACA"). Such reconciliation amount, if any, for a given ECA year will be applied as an adjustment to the monthly ECA factors for the 12-month period beginning April following the

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(Name of Issuing Utility)

SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 5

which was filed December 28³¹, 2023—2024

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

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ENERGY COST ADJUSTMENT

reconciled ECA year. The Commission may make such ACA subject to correction in whole or in part, pending final determination on the application. All revenues collected pursuant to the ECA tariff shall be deemed to be revenues subject to adjustment until the ACA review is complete, the Commission has issued a final order in the ACA matter, and all terms and conditions of such order are satisfied. The Commission shall make a final determination on the adjustment, including the reasonableness and prudence of the actual ECA costs incurred during the ECA year, within two hundred forty (240) days of the filing of the application. Prudent operation of Evergy Metro, Inc.'s system will be consistent with industry standards regarding economic dispatch, reliability, maintenance and fuel procurement as such is necessary to minimize the impact of this ECA tariff on customer rates.

4. The monthly ECA factor will be expressed in dollars per kilowatt-hour rounded to five decimal places.
5. Each ECA year will be a calendar year, with the first year beginning January 1, 2008.
6. The ECA amount on each customer bill will be calculated such that the ECA factor for each calendar month within the billing period is applied to the estimated usage for the appropriate calendar month (i.e., prorated) based on the number of days of usage in each calendar month.
7. The references to Accounts within the ECA tariff are as defined in the FERC uniform system of accounts. Evergy Kansas Metro customers include Retail customers that receive service under one of the Evergy Kansas Metro Retail tariffs and wholesale Full Requirement Service Sales for Resale customers that receive firm service for the full capacity and energy needs on a contract basis of one year or longer from Evergy Kansas Metro.
8. Evergy Metro, Inc. customers include Retail customers that receive service under one of the Evergy Kansas Metro or Evergy Missouri Metro Retail tariffs and wholesale Full Requirement Service Sales for Resale customers that receive firm service for the full capacity and energy needs on a contract basis of one year or longer from Evergy Kansas Metro or Evergy Missouri Metro.
9. This tariff is subject to Evergy Kansas Metro's Rules and Regulations as approved by the State Corporation Commission of Kansas.
10. This tariff is subject to all applicable Kansas statutes and regulations regarding the filing and investigation of complaints on unreasonable, unfair or unjust rates.
11. On or before the 20th of each calendar month, the Company shall submit to the State Corporation

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THE STATE CORPORATION COMMISSION OF KANSAS

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(Name of Issuing Utility)

SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 6

which was filed December 28³¹, 2023—2024

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

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ENERGY COST ADJUSTMENT

Commission a report detailing all of the Virtual Energy Transactions entered into the previous calendar month.

- 12. On or before the 20th of each calendar month, the Company shall submit to the State Corporation Commission a report summarizing the activity in Accounts 447, 555 and 565. The Report shall provide by Account, by SPP Charge Type for SPP transactions, the net change in the Account balance, and MWhs purchased or sold for the month.
- 13. Costs and revenues incurred due to participation in markets associated with RTO's need not be detailed below to be considered F, P, E or OSSR should the RTO implement a new market settlement charge type not listed below. If the RTO receives approval by FERC to remove or add new charges or credits, Evergy Metro will be permitted to include those new charges or credits in this ECA calculation. Upon notice of such changes, Evergy Metro will notify Staff in writing to the inclusion of the new charges or credits.

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

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

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SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

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Replacing Schedule ECA Sheet 7

which was filed December 28³¹, 2023—2024

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ENERGY COST ADJUSTMENT

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

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SCHEDULE ECA

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule ECA Sheet 8

which was filed December 28³¹, 2023—2024

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

Sheet 8 of 9 Sheets

ENERGY COST ADJUSTMENT

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

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SCHEDULE ECA

Replacing Schedule ECA Sheet 9

EVERGY KANSAS METRO RATE AREA

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which was filed December 28~~31~~, 20~~23~~—2024

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ENERGY COST ADJUSTMENT

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

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE _____ GSR _____

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule _____ Initial _____ Sheet 1

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Sheet 1 of 7 Sheets

GREEN SOLUTION CONNECTIONS RIDER

AVAILABILITY

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

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

APPLICABILITY

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

DEFINITIONS

For purposes of this Program, the following definitions apply:

1. Customer: As defined in the Company's General Rules and Regulations as set forth in the Participation Agreement.
2. Account: Except as otherwise agreed between the Company and Customer, each premise where electricity is individually metered is an account.
3. Subscriber: A Customer who executes a Participation Agreement with the Company to participate in the GSR Program.
4. Program Resource(s): Any commercially operational wind and/or solar generation resources owned by the Company where renewable attributes have been designated for the purpose of this Program. Once commercially operational, renewable generation facilities shall be available to provide forward renewable attributes to Subscribers for a term of ten (10) or fifteen (15) years. Specific Program Resources shall be dedicated to specific phases of the Program.

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GREEN SOLUTION CONNECTIONS RIDER

- 5. Program Resource Nameplate Capacity: Total nameplate capacity of the Program Resource(s) in megawatts (“MW”) of alternating current power.
- 6. Metered Production: Total energy production of the Program Resources that are generating renewable power for the Program at a point in time. Production is measured where the power is injected into the wholesale energy market or by dedicated generation meters at the point of interconnection with the distribution system where resource output offsets power. The value is expressed as the metered production of energy (measured in kilowatt-hours (“kWh”). Each Program Resource shall be separately metered.
- 7. Renewable Energy (“RE”) Allocation Factor (%): This is calculated for each subscription by dividing the RE Level (measured in Megawatts (“MW”)) by the total nameplate capacity of the Program Resources (in MW of alternating current power) dedicated to each Program phase. The RE Allocation Factor represents the percentage of the Program Resources for a given phase that produce energy for the Customer. To the extent the Program Resources for a given phase are comprised of multiple resources that begin commercial operation at different times, the Customer’s RE Allocation Factor shall be calculated and updated as appropriate to reflect the Customer’s share of total nameplate capacity of all Program Resources dedicated to the Program during the time in which the Customer is participating and the Program Resources are generating renewable power.
- 8. Renewable Energy Level (“RE Level”) (MW): The RE Level shall be determined by the Participation Agreement that is submitted by the Subscriber. Subject to the terms of the Subscriber’s Participation Agreement, the RE Level is calculated using the following formula:

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

where:

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

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GREEN SOLUTION CONNECTIONS RIDER

- 10. Customer's Annual Usage (MWh): This shall reflect the Subscriber's actual metered energy usage over the twelve (12) most recent monthly billing periods for which data is available, or, if such data is not available, the Subscriber's expected metered energy usage over twelve (12) monthly billing periods as determined by the Company. The Customer's Annual Usage shall be established at the time the Participation Agreement is executed by the Subscriber. A Subscriber who experiences an increase in load may amend its Participation Agreement during the term of subscription to increase the RE Level subject to the availability of Program capacity, consistent with the terms of the Participation Agreement. A Subscriber who experiences a decrease in load may amend its Participation Agreement to reflect a new Subscription Level, consistent with the terms of the Participation Agreement.
- 11. Subscription Level (1-100%): An enrolled Subscriber may subscribe in single percentage increments, up to one-hundred percent (100%) of the Subscriber's Annual Usage at the time the Participation Agreement is submitted by the Customer, subject to the terms of Subscriber's Participation Agreement.
- 12. Subscriber's Allocated Share of Monthly Metered Production: This is calculated as the monthly Metered Production multiplied by RE Allocation Factor.
- 13. Green Solution Rate ("GR"): A dollar per MW hour (\$/MWh) rate applicable to a participating Customer's allocated share of monthly metered production. There shall be a specific Green Solution Rate for each term length, and specific resource. Subsequent Program phases will be reflected on the applicable Green Solution Rate Schedule for each phase.
- 14. Green Solution Charge ("GC"): The GC shall be calculated monthly as the Metered Production multiplied by the Customer's RE Allocation Factor and then multiplied by the GR for the appropriate year of the term.
- 15. Participation Agreement: A written contract executed by the Company and a Subscriber setting forth the specific terms of a Subscriber's subscription under this Program including the Subscriber's accounts covered by the subscription. The Participation Agreement shall be dedicated to a specific phase of the Program. An eligible Customer may subscribe in percentage increments, up to one hundred percent (100%) of the Customer's Annual Usage, subject to the terms of Customer's Participation Agreement. The Participation Agreement shall reflect the subscription level and Subscriber's RE Level, subject to the terms and conditions in this tariff and the Participation Agreement.

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GREEN SOLUTION CONNECTIONS RIDER

PROGRAM PROVISIONS AND CONDITIONS

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

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Replacing Schedule _____ Initial _____ Sheet 5

EVERGY KANSAS METRO RATE AREA

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GREEN SOLUTION CONNECTIONS RIDER

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

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE _____ GSR _____

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

Replacing Schedule _____ Initial _____ Sheet 6

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

Sheet 6 of 7 Sheets

GREEN SOLUTION CONNECTIONS RIDER

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

GENERAL RULES AND REGULATIONS

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

EXPANSION

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

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GREEN SOLUTION CONNECTIONS RIDER

PRICING

GREEN SOLUTIONS RATE SCHEDULE – PROGRAM RESOURCE NO. 1

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

Year	Green Solution Rate (\$/MWh) Resource 1A XX MW 15 Year Agreement Term	Green Solution Rate (\$/MWh) Resource 1B XX MW 10 Year Agreement Term
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

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Replacing Schedule _____ Initial _____ Sheet 1

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Sheet 1 of 11 Sheets

LARGE LOAD POWER SERVICE

AVAILABILITY

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

Schedule LLPS Customers shall receive service at either substation or transmission voltage levels. Where a Schedule LLPS Customer receives transmission level voltage the Customer will own, lease, or otherwise bear financial responsibility for construction and operation of the distribution substation.

A premise (also referred to herein as a facility) served under Schedule LLPS shall generally mean a single point of interconnection, though the Company and Customer may use multiple meters if determined appropriate. The Company maintains full discretion to evaluate whether multiple meters or premises may or may not be aggregated for purposes of Schedule LLPS eligibility, and in its sole reasonable discretion may require multiple meters or premises to be considered an aggregate load that shall take service under Schedule LLPS.

APPLICABILITY

Service under this schedule is required for,

1. Any new facility beginning service after the effective date of Schedule LLPS with a peak load forecast reasonably expected to be equal to or in excess of a monthly maximum demand of seventy-five megawatts (75 MW) at any time during the Term; or
2. Any existing Customers, who as of the effective date of Schedule LLPS, have a monthly maximum demand that is reasonably expected to expand by seventy-five megawatts (75 MW).

Customers locating in the state as a result of a state program established for attracting large capital investments in new facilities and operations by businesses engaged in advanced manufacturing, aerospace, distribution, logistics, and transportation, food and agriculture; or professional and technical services have the option to choose to receive service under this schedule or, upon reaching an agreement with the Company, to enter into a special contract with the Company for the provision of electric service that is approved by the Commission under its applicable standards.

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Sheet 2 of 11 Sheets

LARGE LOAD POWER SERVICE

For Customer facilities taking service under the Schedule LLPS Tariff due to expansion, the Company may install metering equipment necessary to measure the incremental load subject to the Schedule LLPS Tariff. The Company reserves the right to make the determination of whether such load will be separately metered or sub-metered. If the Company determines that the nature of the expansion is such that either separate metering or sub-metering is impractical or economically infeasible, the Company will determine, based on historical usage, what portion of the Customer's load in excess of the monthly baseline, if any, will be subject to the provisions of the Schedule LLPS Tariff and the Customer's applicable LLPS Service Agreement.

TERM

Schedule LLPS Customers shall take service for a minimum term that includes up to five (5) years of an optional transitional load ramp period plus twelve (12) years. The Term shall commence on the date permanent service begins, or as set forth in the LLPS Service Agreement. During the transitional load ramp period, the Customer's maximum load may be lower than seventy-five megawatts (75 MW). Specific details of the Customer's Load Ramp may be addressed in the LLPS Service Agreement.

Unless otherwise mutually agreed in the LLPS Service Agreement, the LLPS Service Agreement will automatically extend for periods of five years ("Extension Term") at the end of the Term or any Extension Term, unless either party to the LLPS Service Agreement provides at least thirty-six (36) months' written notice to the other party prior to the end of the Term or any Extension Term of its intent not to renew the LLPS Service Agreement.

A Customer providing notice of non-extension will remain subject to the Exit Fee and Early Termination Fee based upon the remainder of the Term or Extension Term to the extent applicable under the Customer's LLPS Service Agreement.

Service shall remain in effect throughout the Term and any Extension Term unless cancelled, modified, or terminated in writing and pursuant to the terms of Schedule LLPS or the LLPS Service Agreement, or the Customer changes to another applicable Company rate schedule pursuant to the terms of Schedule LLPS.

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LARGE LOAD POWER SERVICE

RATE

A. CUSTOMER CHARGE (per month):	\$751.02		
B. GRID CHARGE			
Per kW of Grid Demand per month-Substation	\$0.200		
Per kW of Grid Demand per month-Trans.	\$0.126		
C. DEMAND CHARGE:			
Per kW of Billing Demand per month	Summer Season	Winter Season	
All kW	\$21.174	\$19.174	
D. ENERGY CHARGE:			
All kWh:	Summer Season	Winter Season	
	\$0.01000 per kWh	\$0.01000 per kWh	

DETERMINATION OF DEMANDS

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

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

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

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

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

INTERIM CAPACITY

If the Company determines that the Customer's load cannot be served by the Company's existing system capabilities, the Company may enter into specific market contract agreements to provide the necessary capacity requirements of the Customer until sufficient system capacity may be supplied by the Company. The Customer and the Company must mutually agree on the terms for the Interim Capacity procured by the Company pursuant

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LARGE LOAD POWER SERVICE

to an Interim Capacity Agreement. The Customer shall be subject to an additional demand charge (the "Interim Capacity Adjustment") calculated according to the terms of an Interim Capacity Agreement, with Customer responsible for the full costs thereof and the terms of the Customer's Interim Capacity Agreement.

REACTIVE DEMAND ADJUSTMENT

Company may determine the customer's monthly maximum 15-minute reactive demand in kilovars. In each month a charge of \$0.663 per month shall be made for each kilovar by which such maximum reactive demand is greater than fifty percent (50%) of the customer's Monthly Maximum Demand (kW) in that month. The maximum reactive demand in kilovars shall be computed similarly to the Monthly Maximum Demand as defined in the Determination of Demands section.

CONTRACT CAPACITY

The LLPS Service Agreement will include a Contract Capacity schedule specifying the Customer's forecasted annual steady-state peak load requirement for each year of the Term. The Contract Capacity schedule will specify the peak load requirement during the Load Ramp, if any.

Unless otherwise agreed by the parties, the Contract Capacity during any Extension Term shall be the same as the steady-state Contract Capacity for the last year of the Term.

A Customer taking service under Schedule LLPS may request to reduce the Contract Capacity during the Term or any Extension Term, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by up to twenty-five megawatts (25 MW) or ten (10) percent of the Contract Capacity (whichever figure is lower on a MW basis) ("Permissible Capacity Reduction"), in total, without charge for such reduction. To do so, the Customer must provide the Company with written notice prior to the beginning of the year for which the reduction is sought.

For Permissible Capacity Reductions of twenty-five megawatts (25 MW) or less, the Customer must provide at least twenty-four (24)-months' prior notice. In addition, the Customer may request to reduce its Contract Capacity beyond the Permissible Capacity Reduction, with the effective date of any such reduction occurring at any time after the first five (5) years of the term by giving the Company at least thirty-six (36) months' written notice prior to the beginning of the year for which the reduction is sought, subject to payment of a Capacity Reduction Fee.

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LARGE LOAD POWER SERVICE

The Capacity Reduction Fee shall be calculated as the difference between (a) the nominal value of the remaining Minimum Monthly Bill using the Contract Capacity specified in the Customer's LLPS Service Agreement, minus the Permissible Capacity Reduction, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater, and (b) the nominal value of the remaining Minimum Monthly Bill following the reduction in capacity, times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater.

The Company will use reasonable efforts to mitigate the Capacity Reduction Fee amount owed by the Customer. The Company shall invoice the Customer no earlier than ninety (90) days prior to the date the Customer has indicated the capacity reduction will occur for any unmitigated amounts of the Capacity Reduction Fee based on the calculation described above. The Customer shall pay the Capacity Reduction Fee within thirty (30) days of the date it receives an invoice from the Company for the fee.

To the extent the Customer seeks to reduce its Contract Capacity on less notice, and the Company can reasonably reassign Contract Capacity, the Company in its sole reasonable discretion may agree to a variance from these provisions. Any notice to reduce capacity is irrevocable once given by the Customer unless the Company in its sole reasonable discretion determines that it can accommodate a revocation of such notice. Any capacity reduction is permanent for the Term and any Extension Term, and any request by the customer to reinstate such capacity will be subject to following the terms of Section 2.05 of the General Rules and Regulations.

MINIMUM MONTHLY BILL

Customers taking service under Schedule LLPS shall be subject to a Minimum Monthly Bill that includes and is the sum of each of the following charges:

1. Demand Charge;
2. Customer Charge;
3. Grid Charge;
4. Reactive Demand Adjustment;
5. Charges Associated with Schedule TDC;
6. Other Demand-Based Riders approved by the Commission in the future; and,
7. Cost Stabilization Rider.

The Customer's Minimum Demand shall be used to determine these charges.

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LARGE LOAD POWER SERVICE

SUMMER AND WINTER SEASONS

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

TERMINATION OR CHANGE OF SCHEDULE

In order to terminate or change rate schedules before the end of the Term or any Extension Term, the Customer must provide written notice thirty-six (36) months prior to the requested date of termination or schedule change. In such circumstance, the Customer will be subject to an Exit Fee equal to the nominal value of the Minimum Monthly Bill times the number of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is greater (the "Exit Fee"). An additional fee shall apply if the Customer seeks to terminate with less than thirty-six (36)-months' notice (the "Early Termination Fee"). In such case, the Early Termination Fee shall be equal to the Exit Fee plus two (2) times the nominal value of the Minimum Monthly Bill times the number months less than the thirty-six (36)-months' notice required for termination.

The Company will use reasonable efforts to mitigate the Exit Fee amount owed by the Customer. The Company shall invoice the Customer no earlier than ninety (90) days prior to the date the Customer has indicated the termination will occur for any unmitigated costs of the Exit Fee and Early Termination Fee based on the calculation described above. The Exit Fee and Early Termination Fee (if applicable) shall be due in full within thirty (30) days of the date it receives an invoice from the Company for such fees.

If the Customer seeks to change to another rate schedule for which it qualifies, such change will require prior approval from the Company, in its sole reasonable discretion. In the event that the Company approves Customer's change to another rate schedule, the Company, in its sole reasonable discretion, may waive the thirty-six (36) months' notice requirement, the Exit Fee, and the Early Termination Fee (if applicable) if the Company reasonably determines that such costs are fully covered by the Customer under the new rate schedule and not borne by other Customers.

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LARGE LOAD POWER SERVICE

CUSTOMER CREDITWORTHINESS

The Schedule LLPS Customer, or the entity who owns the facility where the Customer takes service and assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, or an entity who otherwise assumes all financial obligations associated with the facility under Schedule LLPS and the LLPS Service Agreement, must be reasonably creditworthy as determined in the Company's sole reasonable discretion. As such, the Company retains discretion to evaluate the creditworthiness and credit support of the entity who assumes all contractual obligations under Schedule LLPS and the LLPS Service Agreement, and to require reasonable assurances if necessary to address Customer creditworthiness.

COLLATERAL REQUIREMENTS

The Company will require Schedule LLPS Customers to provide collateral in an amount equal to two (2) years of Minimum Monthly Bills, as calculated by the Company (the "Collateral Requirement").

A Customer together with a guarantor, which can include its ultimate parent, corporate affiliate, a tenant, or any other entity with a financial interest in the Customer ("Guarantor") that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement (i) has a credit rating of at least A- from Standard & Poor's ("S&P") and A3 from Moody's, (ii) and if rated A- or A3 has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the collateral requirement as of the end of applicable quarter (and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "60% Eligibility Requirements") will be exempt from sixty (60) percent of the Collateral Requirement, with the sixty (60) percent discount not to exceed \$175 million.

A Customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB+ credit rating from S&P and Baa1 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end

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of the quarter) (collectively, "50% Eligibility Requirements") will be exempt from fifty (50) percent of the Collateral Requirement, with the fifty (50) percent discount not to exceed \$150 million.

A Customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, (ii) has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, and (iii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "40% Eligibility Requirements") will be exempt from forty (40) percent of the Collateral Requirement, with the forty (40) percent discount not to exceed \$125 million.

A Customer that does not have an A- credit rating from S&P and A3 rating from Moody's, but (together with a Guarantor that guarantees the Collateral Requirement under Schedule LLPS and the LLPS Service Agreement) either (i) has at least a BBB- credit rating from S&P and Baa3 credit rating from Moody's, and has not been placed on credit watch by either such rating agency if either the Customer's credit rating by such agency is equal (and not greater to) to the foregoing rating, or (ii) has liquidity greater than ten (10) times the Collateral Requirement as of the end of the applicable quarter (as determined in the Company's reasonable discretion, and which must be shown by providing quarterly financial statements and a chief financial officer or a third-party certified public accountant certification accompanying such financial statements, no later than forty-five (45) days after the end of the quarter) (collectively, "25% Eligibility Requirements") will be exempt from twenty-five (25) percent of the Collateral Requirement, with the twenty-five (25) percent discount not to exceed \$75 million.

The 60% Eligibility Requirements, the 50% Eligibility Requirements, the 40% Eligibility Requirements, and the 25% Eligibility Requirements are collectively referred to as the "Discount Eligibility Requirements."

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

1. A guarantee from the Customer's Guarantor for the applicable Collateral Requirement, so long as the Guarantor meets the applicable Discount Eligibility Requirement, provided that the dollar amount of the Collateral Requirement that may be provided under the guarantee is subject to credit review by the Company. The guarantee must be in a format acceptable to and approved by the Company, and must include (i) if the Guarantor's creditworthiness is considered for determining the Discount Eligibility Requirements, a commitment from the Guarantor to pay the Collateral Requirement if the Customer fails to make such payments (without a dollar limit), and (ii) a provision that automatically increases the dollar

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LARGE LOAD POWER SERVICE

amount of collateral covered by the guarantee if either the Customer or Guarantor no longer satisfies the applicable Discount Eligibility Requirement; or,

2. A standby irrevocable Letter of Credit ("Letter of Credit") for the applicable Collateral Requirement. The Letter of Credit must be issued by a U.S. bank or the U.S. branch of a foreign bank, which is not affiliated with the Schedule LLPS Customer or its Guarantor, with a credit rating of at least A- from S&P and A3 from Moody's and a minimum of \$2 billion in assets. Such security must be issued for a minimum term of three hundred sixty (360) days. The Customer must cause the renewal or extension of the security for additional consecutive terms of three hundred sixty (360) days or more, no later than thirty (30) days prior to each expiration date of the security. If the Customer no longer satisfies the applicable Discount Eligibility Requirement, it must increase the amount covered by the Letter of Credit within ten (10) days. If the security is not renewed, extended, or increased as required herein, the Company will have the right to draw immediately upon the Letter of Credit and/or demand cash collateral in the amount of the required increase and be entitled to hold the amounts so drawn or received as security until the Customer has either (i) come back into compliance with the requirements for use of a Letter of Credit or, (ii) if required by the Company, has provided an alternative form of collateral consistent with Schedule LLPS. The Letter of Credit must be in a format acceptable to and approved by the Company; or,
3. A cash deposit for the applicable Collateral Requirement.

The Collateral Requirement must be provided at the time of executing the LLPS Service Agreement.

Any collateral provided to satisfy the Collateral Requirement shall not accrue interest while held by the Company.

The Company will, in its sole reasonable discretion, after the Customer has achieved their peak load and has been operating above one hundred megawatts (100 MWs) for at least five (5) years, consider reducing the Schedule LLPS Customer's collateral obligation over the course of its contract period, on a schedule generally corresponding to the reduction of risk to the Company and its Customers.

The amount of the Collateral Requirement under the foregoing calculation will be recomputed quarterly based upon the Customer's rolling twenty-four (24)-month load forecast as of the first date of the next quarter, and the Customer shall provide the recomputed amount if greater than the current amount held. A Customer must notify the Company within ten (10) business days if it no longer meets the applicable Discount Eligibility Requirements, including if the Customer has been placed on credit watch, if applicable to such eligibility.

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LARGE LOAD POWER SERVICE

In case of an uncured breach by the Customer of the LLPS Service Agreement, an uncured breach of the Guarantor under the parent guaranty, or any notice of termination or refusal to continue the Letter of Credit by the issuing bank, the Company may draw on the applicable collateral, as further set forth in the LLPS Service Agreement.

If, at any time after Customer's initial delivery of the collateral, the Customer fails to comply with the Collateral Requirement, the Company may thereafter pursue any and all rights and remedies at law or in equity, and may take any other action consistent with the LLPS Service Agreement, Schedule LLPS, and the Company's General Rules and Regulations, including but not limited to suspension or curtailment of service.

To the extent the Company draws on a cash deposit provided by a Customer, the Company draws funds from a Letter of Credit or Guarantee, or the Company receives a cash Exit Fee, the Company will defer the amount received minus any amount used to pay for services rendered, together with the Company's weighted average cost of capital, as a regulatory liability to be addressed in the next general ratemaking proceeding.

At any time during the first five (5)-year period immediately subsequent to the execution date of the Customer's LLPS Service Agreement, each dollar of the required collateral amount, up to \$40 million, shall be reduced by twenty-five (25) percent if such collateral is provided in the form of cash collateral. For example, cash collateral in the amount of \$30 million, shall be deemed to meet a collateral obligation of \$40 million. At any time, cash collateral can be withdrawn, and a different form of collateral can replace cash collateral, upon ninety (90) days prior written notice, but the substituted form of collateral shall be provided without the twenty-five (25) percent reduction discussed above in this paragraph. Any cash collateral held will be considered as an offset to the amount of CWIP subject to a future CWIP Rider, should one be utilized by the Company.

ADDITIONAL TERMS

Customers receiving service under this schedule are required to enter in a written service agreement (the LLPS Service Agreement) that specifies certain provisions of their electric service, including Contract Capacity. Riders applicable to Customer's service will be specified in an exhibit attached to the LLPS Service Agreement, which may be periodically amended subject to the mutual agreement of the Company and Customer to reflect Customer's participation in Company-offered programs.

Service to Customers under this schedule shall not commence until the Company has sufficient capacity to meet the Customer's Contract Capacity requirements.

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE LLPS

Replacing Schedule Initial Sheet 11

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 11 of 11 Sheets

LARGE LOAD POWER SERVICE

ADJUSTMENTS AND SURCHARGES

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

- Energy Cost Adjustment (ECA)
- Energy Efficiency Rider (EE)
- Property Tax Surcharge (PTS)
- Tax Adjustment (TA)
- Transmission Delivery Charge (TDC)
- Cost Stabilization Rider (CSR)

DEFINITIONS AND CONDITIONS

1. Alternating current, at approximately 60 hertz, at the standard phase and voltage available, shall be supplied to a single location at points on Company's existing transmission or distribution facilities having sufficient capacity.
2. Service under this rate schedule is subject to Company's General Rules and Regulations presently on file with the State Corporation Commission of Kansas and any modifications subsequently approved.
3. All provisions of this rate schedule are subject to changes made by order of the regulatory authority having jurisdiction.

Issued February 11 2025
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)

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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SCHEDULE LPS

Replacing Schedule LPS Sheet 3

which was filed November 21, 2023

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

Sheet 3 of 9 Sheets

LARGE POWER SERVICE

6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

Per kWh associated with:

	<u>Summer Season</u>	<u>Winter Season</u>
First 180 Hours Use per month	\$0.06409perkWh	\$0.06425 per kWh
Next 180 Hours Use per month	\$0.04581 per kWh	\$0.03903 per kWh
Over 360 Hours Use per month	\$0.02620 per kWh	\$0.02916 per kWh

RATE FOR SERVICE AT PRIMARY VOLTAGE

2LPSF, 2LPSFP, 2LPSFW

1. CUSTOMER CHARGE:

Customer pays one of the following charges per month based upon the Facilities Demand:

0 - 999 kW	\$102.86
1000 kW or above	\$703.51

2. FACILITIES CHARGE:

Per kW of Facilities Demand per month \$2.501

3. DEMAND CHARGE:

	<u>Summer Season</u>	<u>Winter Season</u>
Per kW of Billing Demand per month	\$11.744	\$5.698

4. ENERGY CHARGE:

Per kWh associated with:

	<u>Summer Season</u>	<u>Winter Season</u>
On-Peak	\$0.07299 per kWh	\$0.03854 per kWh
Off-Peak	\$0.03888 per kWh	\$0.03288 per kWh

5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

	<u>Summer Season</u>	<u>Winter Season</u>
Per kW of Billing Demand per month	\$6.313	\$3.194

6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

Per kWh associated with:

	<u>Summer Season</u>	<u>Winter Season</u>
First 180 Hours Use per month	\$0.06226 per kWh	\$0.06225 per kWh
Next 180 Hours Use per month	\$0.04444 per kWh	\$0.03813 per kWh

Issued February 11 2025
 Month Day Year

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 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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SCHEDULE LPS

Replacing Schedule LPS Sheet 4

which was filed November 21, 2023

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

Sheet 4 of 9 Sheets

LARGE POWER SERVICE

Over 360 Hours Use per month \$0.02521 per kWh \$0.02844 per kWh
RATE FOR SERVICE AT SUBSTATION VOLTAGE
 2LPSU

1. CUSTOMER CHARGE:
Customer pays the following charge per month \$751.02
2. FACILITIES CHARGE:
Per kW of Facilities Demand per month \$0.793
3. DEMAND CHARGE:
Per kW of Billing Demand per month:

<u>Summer Season</u>	<u>Winter Season</u>
\$12.562	\$5.796
4. ENERGY CHARGE:
Per kWh associated with:

<u>Summer Season</u>	<u>Winter Season</u>
On-Peak \$0.06863 per kWh	\$0.03624 per kWh
Off-Peak \$0.03656 per kWh	\$0.03092 per kWh
5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION)
Per kW of Billing Demand per month:

<u>Summer Season</u>	<u>Winter Season</u>
\$10.216	\$2.917
6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)
Per kWh associated with:

<u>Summer Season</u>	<u>Winter Season</u>
First 180 Hours Use per month \$0.05327 per kWh	\$0.04982 per kWh
Next 180 Hours Use per month \$0.03229 per kWh	\$0.03518 per kWh
Over 360 Hours Use per month \$0.01869 per kWh	\$0.02541 per kWh

RATE FOR SERVICE AT TRANSMISSION VOLTAGE
 2LPSW

1. CUSTOMER CHARGE:
Customer pays the following charge per month: \$751.02
2. FACILITIES CHARGE:

Issued February 11 2025
 Month Day Year

Effective _____
 Month Day Year

By _____
 Darrin Ives, Vice President

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE _____ LPS _____

Replacing Schedule _____ LPS _____ Sheet 5

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed November 21, 2023

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

Sheet 5 of 9 Sheets

LARGE POWER SERVICE

Per kW of Facilities Demand per month \$0.000

3. DEMAND CHARGE:

	<u>Summer Season</u>	<u>Winter Season</u>
Per kW of Billing Demand per month:	\$12.562	\$5.796

4. ENERGY CHARGE:

Per kWh associated with:	<u>Summer Season</u>	<u>Winter Season</u>
On-Peak	\$0.06811 per kWh	\$0.03597 per kWh
Off-Peak	\$0.03628 per kWh	\$0.03069 per kWh

5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

Per kW of Billing Demand per month:	<u>Summer Season</u>	<u>Winter Season</u>
First 2541 kW	\$10.840	\$7.368
Next 2541 kW	\$10.124	\$6.718
Next 2541 kW	\$7.480	\$5.223
All kW over 7623 kW	\$5.460	\$4.020

6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)

Per kWh associated with:	<u>Summer Season</u>	<u>Winter Season</u>
First 180 Hours Use per month	\$0.05260 per kWh	\$0.04930 per kWh
Next 180 Hours Use per month	\$0.03189 per kWh	\$0.03478 per kWh
Over 360 Hours Use per month	\$0.01828 per kWh	\$0.02499 per kWh

REACTIVE DEMAND ADJUSTMENT (Secondary, Primary, Substation, and Transmission Service)

Company may determine the customer's monthly maximum 30-minute reactive demand in kilovars. In each month a charge of \$0.663 per month shall be made for each kilovar by which such maximum reactive demand is greater than fifty percent (50%) of the customer's Monthly Maximum Demand (kW) in that month. The maximum reactive demand in kilovars shall be computed similarly to the Monthly Maximum Demand as defined in the Determination of Demands section.

MINIMUM MONTHLY BILL

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

Issued February 11 2025
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)

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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SCHEDULE LPS _____

Replacing Schedule LPS _____ Sheet 6

which was filed November 21, 2023 _____

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

Sheet 6 of 9 Sheets

LARGE POWER SERVICE

SUMMER AND WINTER SEASONS

For determination of Seasonal periods, the four (4) summer months shall be defined as the four (4) monthly billing periods of June through September. The eight (8) winter months shall be defined as the eight (8) monthly bill periods of October through May. Customer bills for meter reading periods including one or more days in both seasons will reflect the number of days in each season.

CUSTOMER DEFINITIONS

Secondary Voltage Customer - Receives service on the low side of the line transformer.

Primary Voltage Customer - Receives service at Primary voltage of 12,000 volts or over but not exceeding 69,000 volts. Customer will own all equipment necessary for transformation including the line transformer.

Water Heating Customer - Customer connected prior to March 1, 1999, that receives service through a separately metered circuit as the sole means of water heating with an electric water heater of a size and design approved by the Company.

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

Transmission Voltage Customer - The customer owns, leases, or otherwise bears financial responsibility for the distribution substation. Service is taken off of the Company's transmission system.

DETERMINATION OF DEMANDS

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

MINIMUM DEMAND

200 kW for service at Secondary Voltage.
204 kW for service at Primary Voltage.

Issued February 11 2025
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)

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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SCHEDULE LPS

Replacing Schedule LPS Sheet 8

which was filed November 21, 2023

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

Sheet 8 of 9 Sheets

LARGE POWER SERVICE

Off-Peak

All other hours

Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

METERING AT DIFFERENT VOLTAGES

The Company may, at its option, install metering equipment on the secondary side of a Primary Voltage Customer's transformer. In that event, the customer's metered demand and energy shall be increased either by the installation of compensation metering equipment, or by 2.34% if metering equipment is not compensated.

The Company may also, at its option, install metering equipment on the primary side of the transformer for a Secondary Voltage Customer. In this case, the customer's metered demand and energy shall be decreased by 2.29%, or alternatively, compensation metering may be installed.

For substation voltage customers metered at primary or secondary voltage level, the metered demand and energy shall be increased by 1.20% (metered at primary voltage) or 3.56% (metered at secondary voltage), or alternatively, compensation metering may be installed.

For transmission voltage customers metered at substation, primary, or secondary voltage level, the metered demand and energy shall be increased by 0.90% (metered at substation voltage), 2.11% (metered at primary voltage), or 4.50% (metered at secondary voltage), or alternatively, compensation metering may be installed.

SERVICE AT TRANSMISSION VOLTAGE

When a customer receives service at transmission voltage through a lease arrangement (or another type of arrangement where financial responsibility is assumed), then additional applicable terms and conditions shall be covered in the lease agreement (or financial responsibility arrangement).

Issued February 11 2025
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)

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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SCHEDULE LPS

Replacing Schedule LPS Sheet 9

which was filed November 21, 2023

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

Sheet 9 of 9 Sheets

LARGE POWER SERVICE

ADJUSTMENTS AND SURCHARGES

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

- Energy Cost Adjustment (ECA)
- Energy Efficiency Rider (EE)
- Property Tax Surcharge (PTS)
- Tax Adjustment (TA)
- Transmission Delivery Charge (TDC)
- [Renewable Energy Program Rider \(RENEW\)](#)

REGULATIONS

Subject to Rules and Regulations filed with the State Regulatory Commission.

Issued February 11 2025
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)

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SCHEDULE _____ LPS _____

EVERGY KANSAS METRO RATE AREA

 (Territory to which schedule is applicable)

Replacing Schedule LPS Sheet 4

which was filed November 21, 2023

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

Sheet 4 of 9 Sheets

LARGE POWER SERVICE

RATE FOR SERVICE AT SUBSTATION VOLTAGE
2LPSU

- | | | | |
|---|----------------------|----------|----------------------|
| 1. CUSTOMER CHARGE:
Customer pays the following charge per month | | \$751.02 | |
| 2. FACILITIES CHARGE:
Per kW of Facilities Demand per month | | \$0.793 | |
| 3. DEMAND CHARGE:
Per kW of Billing Demand per month: | <u>Summer Season</u> | | <u>Winter Season</u> |
| | \$12.562 | | \$5.796 |
| 4. ENERGY CHARGE:
Per kWh associated with: | <u>Summer Season</u> | | <u>Winter Season</u> |
| On-Peak | \$0.06863 per kWh | | \$0.03624 per kWh |
| Off-Peak | \$0.03656 per kWh | | \$0.03092 per kWh |
| 5. DEMAND CHARGE: (FOR NET METERING AND PARALLEL GENERATION)
Per kW of Billing Demand per month: | <u>Summer Season</u> | | <u>Winter Season</u> |
| | \$10.216 | | \$2.917 |
| 6. ENERGY CHARGE: (FOR NET METERING AND PARALLEL GENERATION)
Per kWh associated with: | <u>Summer Season</u> | | <u>Winter Season</u> |
| First 180 Hours Use per month | \$0.05327 per kWh | | \$0.04982 per kWh |
| Next 180 Hours Use per month | \$0.03229 per kWh | | \$0.03518 per kWh |
| Over 360 Hours Use per month | \$0.01869 per kWh | | \$0.02541 per kWh |

RATE FOR SERVICE AT TRANSMISSION VOLTAGE
2LPSW

- | | | |
|--|--|----------|
| 1. CUSTOMER CHARGE:
Customer pays the following charge per month: | | \$751.02 |
| 2. FACILITIES CHARGE:
Per kW of Facilities Demand per month | | \$0.000 |

Issued February 11 2025
 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)

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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SCHEDULE LPS

Replacing Schedule LPS Sheet 5

which was filed November 21, 2023

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

Sheet 5 of 9 Sheets

LARGE POWER SERVICE

3. DEMAND CHARGE:

	<u>Summer Season</u>	<u>Winter Season</u>
Per kW of Billing Demand per month:	\$12.562	\$5.796

4. ENERGY CHARGE:

Per kWh associated with:	<u>Summer Season</u>	<u>Winter Season</u>
On-Peak	\$0.06811 per kWh	\$0.03597 per kWh
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MINIMUM MONTHLY BILL

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

Issued February 11 2025
 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)

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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SCHEDULE LPS _____

Replacing Schedule LPS _____ Sheet 6 _____

which was filed November 21, 2023 _____

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

Sheet 6 of 9 Sheets

LARGE POWER SERVICE

SUMMER AND WINTER SEASONS

For determination of Seasonal periods, the four (4) summer months shall be defined as the four (4) monthly billing periods of June through September. The eight (8) winter months shall be defined as the eight (8) monthly bill periods of October through May. Customer bills for meter reading periods including one or more days in both seasons will reflect the number of days in each season.

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Transmission Voltage Customer - The customer owns, leases, or otherwise bears financial responsibility for the distribution substation. Service is taken off of the Company's transmission system.

DETERMINATION OF DEMANDS

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

MINIMUM DEMAND

- 200 kW for service at Secondary Voltage.
- 204 kW for service at Primary Voltage.
- 1008 kW for service at Substation Voltage.
- 1016 kW for service at Transmission Voltage.

Issued February 11 2025
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)

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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SCHEDULE LPS

Replacing Schedule LPS Sheet 8

which was filed November 21, 2023

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

Sheet 8 of 9 Sheets

LARGE POWER SERVICE

Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

METERING AT DIFFERENT VOLTAGES

The Company may, at its option, install metering equipment on the secondary side of a Primary Voltage Customer's transformer. In that event, the customer's metered demand and energy shall be increased either by the installation of compensation metering equipment, or by 2.34% if metering equipment is not compensated.

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SERVICE AT TRANSMISSION VOLTAGE

When a customer receives service at transmission voltage through a lease arrangement (or another type of arrangement where financial responsibility is assumed), then additional applicable terms and conditions shall be covered in the lease agreement (or financial responsibility arrangement).

Issued February 11 2025
 Month Day Year

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 Darrin Ives, Vice President

THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

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SCHEDULE LPS

Replacing Schedule LPS Sheet 9

which was filed November 21, 2023

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

Sheet 9 of 9 Sheets

LARGE POWER SERVICE

ADJUSTMENTS AND SURCHARGES

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

- Energy Cost Adjustment (ECA)
- Energy Efficiency Rider (EE)
- Property Tax Surcharge (PTS)
- Tax Adjustment (TA)
- Transmission Delivery Charge (TDC)
- Renewable Energy Program Rider (RENEW)

REGULATIONS

Subject to Rules and Regulations filed with the State Regulatory Commission.

Issued February 11 2025
 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

SCHEDULE _____ RENEW _____

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 1 of 3 Sheets

RENEWABLE ENERGY PROGRAM RIDER

AVAILABILITY

Renewable energy is available to customers participating in a voluntary renewable energy program offered by the Company.

APPLICABILITY

Applicable to any customer using electric service supplied at one point of delivery. Backup, breakdown, standby, supplemental, short term, resale, or shared electric services are not available under this rate schedule.

CHARACTER OF SERVICE

The Company agrees to generate or purchase energy from renewable sources and/or purchase Renewable Energy Credits (RECs) in an amount at least equal to the level of service purchased by participants in the Renewable Energy Program. Energy output from renewable sources will vary from month to month due to weather and other factors.

REC PURCHASE OPTION AND PARTICIPATION LEVELS

Participants may subscribe up to 100 percent of their annual energy usage. During initial sign up, the Customer will designate their desired subscription percentage in increments of 10 percent. The formula for determining the amount that will be billed to a Customer is:

$$Billed\ Amount = \left(\frac{Monthly\ kWh\ Consumption \times}{Subscription\ Percentage\ (10 - 100\%)} \right) \times Renewable\ Energy\ Charge$$

The amount of renewable energy kWh available to participating Customers shall be determined by the Company based on the amount of renewable energy sources and RECs anticipated to be available to the Company for any Program year. If customer demand in a given year exceeds the amount available, the Company will purchase RECs from external sources if they can be procured at prices equal to or less than the tariffed Renewable Energy Charge.

Issued February 11 2025
 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

SCHEDULE _____ RENEW _____

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 2 of 3 Sheets

RENEWABLE ENERGY PROGRAM RIDER

NET MONTHLY BILL

Renewable Energy Charge: \$0.00265 per kWh

Consisting of:

REC Charge: \$0.00255 per kWh

Administrative Charge: \$0.00010 per kWh

Renewable Energy Charges are in addition to the charges of the applicable Rate Schedule under which customer takes electric service.

MONTHLY BILLING

The entire bill amount, inclusive of all standard rate charges and Program charges, must be paid according to the payment terms set forth in the Company Rules and Regulations.

SUBSCRIPTION TERM

The Program is voluntary, month-to-month, with no upfront costs or contract required. Participants can change their level of support or cancel at any time with no penalties or cancellation fees by notifying the Company.

ANNUAL UPDATE AND NOTIFICATION PROCESS

Enrolled Customers will be notified in November or December of pricing updates by the Company for the upcoming year. Notifications will be opt-out communications with the new rates that will be effective the first billing cycle in January of the next calendar year.

Issued February 11 2025
 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

SCHEDULE _____ RENEW _____

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 3

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)

which was filed _____

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

Sheet 3 of 3 Sheets

RENEWABLE ENERGY PROGRAM RIDER

DEFINITIONS AND CONDITIONS

1. Renewable Energy, as used in this rate schedule, shall mean electricity that is generated using renewable energy resources as defined in K.S.A. 66-1257 (f)1-11. A commitment to sustainable energy initiatives means implementation by individual large commercial and industrial customers of programs that are recognized by the utility industry and government as having an elevated level of commitment to our environment, energy efficiency and renewable energy programs.
2. Renewable Energy and Renewable Energy Credits utilized under the Renewable Energy Program Rider cannot be used by the Company to comply with the State's Renewable Energy Portfolio Standards, K.S.A. 2009 Supp. 66-1258, and amendments thereto, as well as the resulting Kansas Administrative Regulations.
3. Customer may subscribe for an amount of Renewable Energy up to its maximum monthly usage.
4. Renewable Energy shall be limited to the sum of (a) generation produced by Company-owned renewable sources, (b) outside renewable sources available to the Company and (c) Renewable Energy Credits purchased by the Company at a cost below the level of the Renewable Energy Charge (or discounted Renewable Energy Charge, if applicable). Service under this Renewable Energy Program Rider may be limited at the sole discretion of the Company to such available resources. Evergy Kansas Metro has not and will not acquire new owned or outside renewable generation resources for the sole purpose of providing service under this Renewable Energy Program Rider. The renewable energy resources utilized in this program consist of the same renewable resources the costs of which are currently being recovered in rates. Participants in this program elect to provide this additional financial support of renewable resources to motivate renewable resource development.
5. Changes in the weather and other factors may result in less Renewable Energy being available to the Company than anticipated. If the Renewable Energy resources obtained by the Company for a program year are not sufficient to meet commitment levels, the Company will refund to each participating Customer at the end of each program year an amount equal to the Renewable Energy Charge (or discounted Renewable Energy Charge, if applicable), multiplied by the difference between the Customer's pro rata share of Renewable Energy resources obtained by the Company for such program year and the Renewable Energy the Customer committed to purchase.

Issued February 11 2025
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)

SCHEDULE Section 2

EVERGY KANSAS METRO RATE AREA

(Territory to which schedule is applicable)
2023

Replacing Schedule Section 2 Sheet 1

which was filed October 9, 2019-November 21,

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

Sheet 1 of 4 Sheets

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

2. APPLICATION FOR SERVICE AND AGREEMENTS

2.01 APPLICATION FOR SERVICE

A customer applying for electric service shall, if requested by the Company, furnish sufficient information on the size and characteristics of the load and the location of the premises to be served and such additional information as to enable the Company to designate the class or classes of electric service it will supply to the Customer and the conditions under which they will be supplied. A separate application shall be made for each class of electric service to a Customer at each premises of the Customer.

2.02 SERVICE AGREEMENTS

A. PROVISIONS: Electric service will be supplied to the Customer under the provisions of the Customer's service agreement which shall also include the provisions of (a) the Company's applicable rate schedule, rules and regulations in effect and on file with the Commission, (b) the Commission's applicable rules and general orders, (c) any special contract with the Customer, and (d) the standards adopted by the Commission in its Order in Docket No. 114,337-U, as the same may be amended from time to time, which standards are incorporated herein. With respect to (d) above, to the extent that any of the Company's General Rules and Regulations Applying to Electric Service are in conflict with such Commission standards, the provisions of the latter shall be deemed controlling. The taking of electric service by a Customer will constitute acceptance of, and an agreement to be bound by, all such provisions. The Company may require all or any portion of the Customer's service agreement to be executed in writing on a form furnished by the Company. A record of oral service requests must be kept on file by the Company for four (4) months. All customers requesting service orally shall be given the name of the Company representative receiving the service request and a confirmation code.

B. MODIFICATIONS: A service agreement shall be subject to modification, and shall be deemed modified, from time to time during the term thereof in accordance with all applicable changes in the Company's rate schedules, rules and regulations, and the Commission's general orders, as authorized by law.

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**GENERAL RULES AND REGULATIONS
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2. APPLICATION FOR SERVICE AND AGREEMENTS

- C. **TERM:** Normally, all service agreements, except those under which the applicable rate schedule expressly permits a shorter term, shall be effective for a minimum initial term of one year from the date electric service commences (unless terminated by mutual agreement of the Customer and the Company) and after the initial term shall continue from month to month until terminated by the Customer; provided that any Customer supplied electric service under the Residential Service rate schedules may terminate such electric service at any time upon notice to the Company, except that any such termination shall not relieve the Customer of any minimum bills under Rule 8.01(B) hereof.
- D. **UNUSUAL LOADS:** When the Customer's load requirements are unusually large, or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to serve the Customer's requirements, the Company may require the service agreement to be for an initial term of more than one year. Upon termination or cancellation, the Company may require payment by the Customer of such secured or unsecured charges and amounts (which may be required to be deposited before construction of such equipment or facilities) as may be necessary to protect the investment of the Company.
- E. **CUSTOMER INSOLVENCY:** A service agreement shall, at the option of the Company, cease and terminate and all amounts due the Company thereunder shall become immediately payable without further notice in case any act of bankruptcy is made by the Customer, or any petition in bankruptcy, either voluntary or involuntary, is filed by or against the Customer.
- F. **SUCCESSION AND ASSIGNMENT:** A service agreement shall inure to the benefit of and be binding upon the Customer's successors by operation of law but shall not be assignable voluntarily by the Customer.
- G. **AUTHORITY:** No representative, agent or employee of the Company, except a corporate officer, shall have authority to amend, alter, waive or change any of the Company's rules and regulations or otherwise bind the Company by promises or representations.
- H. **WAIVER BY COMPANY:** Waiver by the Company with respect to any default by a Customer in complying with the provisions of his service agreement shall not be deemed to be a waiver with

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SCHEDULE _____ Section 2 _____

Replacing Schedule _____ Section 2 _____ Sheet _____ 3 _____

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

2. APPLICATION FOR SERVICE AND AGREEMENTS

respect to any other or subsequent default by such Customer.

- I. WAIVER BY COMMISSION: The Company reserves the right to request waiver by the Commission in individual cases of any standards adopted by the Commission if it deems the standard(s) would not serve the interests of either the Company or the Customer.

2.03 TEMPORARY ELECTRIC SERVICE

The Customer shall pay to the Company the Company's estimated cost of connecting and disconnecting its facilities to supply temporary electric service. A temporary electric service installation may include any required overhead or underground extensions of primary and secondary lines, transformers, underground or overhead service conductors and metering equipment. The Company may require payment of such amount in advance. Temporary service will be made available to carnivals, fairs and circuses, and for construction purposes, and other temporary or transient businesses.

2.04 AGREEMENT FORMS

Standard forms of the following agreements, indemnity bond and ordinances are included in Appendix A, and are hereby incorporated by reference into these Rules and Regulations:

- A. Primary-Secondary Service Agreement
- B. Indemnity Bond
- C. Private Unmetered LED Lighting Service Installation
- D. Municipal Street Lighting Service
- E. Municipal Traffic Control Signal Service

2.05 Service to Loads Greater than 25MW

A. Customers, or prospective Customers seeking service for loads expected to be greater than 25 megawatts (MW) shall be subject to an initial evaluation and study by the Company prior to receiving service. Such Customers shall notify the Company, in advance, concerning the

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

2. APPLICATION FOR SERVICE AND AGREEMENTS

expected load, project location, and project schedule. The Company will respond with an initial evaluation detailing its conditions of service.

B. Customers choosing to move forward and seek service for a project shall complete and comply with terms set forth in a Letter of Agreement and submit a refundable deposit of \$200,000 that will be used to offset costs associated with project planning. Should costs exceed this deposit an additional refundable deposit of \$200,000 shall be required. Additional refundable deposits will be required such that the Customer pays all project planning costs associated with their project. Initial deposit funds not used during planning shall be refunded to the customer without interest. These Customers shall be placed in a queue based on the date on which they provided the required information and deposit.

a. Service related to projects the Company designates as serving the community interest may be given priority in the queue and may not be required to submit a deposit. Community interest projects are those that are part of a competitive search in which the Company is competing against at least one other location for the project, the Customer reasonably demonstrates that the project will employ at least 250 permanent, full-time employees, and an accredited state or regional economic development organization certifies that the absence of a deposit and expedited timing are critical to the state winning the project.

b. The Company shall have sole discretion on the deposit applicability and managing projects in the queue.

C. The Company will work on advanced study and scoping for up to four (4) projects at a time. Customers with projects being studied shall be notified of the study results and plans to receive service. Once an Initial Projects Agreement is complete, the Company will send necessary details to the Southwest Power Pool ("SPP") for its review. Completed plans shall be valid for six months.

D. Customers choosing to receive service according to these plans shall complete the required agreements to facilitate construction and all required Service Agreements to receive service. The

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**GENERAL RULES AND REGULATIONS
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2. APPLICATION FOR SERVICE AND AGREEMENTS

[Schedule LLPS tariff and associated Service Agreement contain additional requirements for qualifying projects that must be met to receive service. Customers failing to complete these agreements within the timeframe allowed may be returned to the queue.](#)

[A.E. Additional details regarding the queue process and submission shall be posted to and updated from time to time on the Company's website.](#)

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(Territory to which schedule is applicable)

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**GENERAL RULES AND REGULATIONS
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2. APPLICATION FOR SERVICE AND AGREEMENTS

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A customer applying for electric service shall, if requested by the Company, furnish sufficient information on the size and characteristics of the load and the location of the premises to be served and such additional information as to enable the Company to designate the class or classes of electric service it will supply to the Customer and the conditions under which they will be supplied. A separate application shall be made for each class of electric service to a Customer at each premises of the Customer.

2.02 SERVICE AGREEMENTS

- A. PROVISIONS: Electric service will be supplied to the Customer under the provisions of the Customer's service agreement which shall also include the provisions of (a) the Company's applicable rate schedule, rules and regulations in effect and on file with the Commission, (b) the Commission's applicable rules and general orders, (c) any special contract with the Customer, and (d) the standards adopted by the Commission in its Order in Docket No. 114,337-U, as the same may be amended from time to time, which standards are incorporated herein. With respect to (d) above, to the extent that any of the Company's General Rules and Regulations Applying to Electric Service are in conflict with such Commission standards, the provisions of the latter shall be deemed controlling. The taking of electric service by a Customer will constitute acceptance of, and an agreement to be bound by, all such provisions. The Company may require all or any portion of the Customer's service agreement to be executed in writing on a form furnished by the Company. A record of oral service requests must be kept on file by the Company for four (4) months. All customers requesting service orally shall be given the name of the Company representative receiving the service request and a confirmation code.
- B. MODIFICATIONS: A service agreement shall be subject to modification, and shall be deemed modified, from time to time during the term thereof in accordance with all applicable changes in the Company's rate schedules, rules and regulations, and the Commission's general orders, as authorized by law.
- C. TERM: Normally, all service agreements, except those under which the applicable rate schedule expressly permits a shorter term, shall be effective for a minimum initial term of one year from the date electric service commences (unless terminated by mutual agreement of the Customer

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

2. APPLICATION FOR SERVICE AND AGREEMENTS

and the Company) and after the initial term shall continue from month to month until terminated by the Customer; provided that any Customer supplied electric service under the Residential Service rate schedules may terminate such electric service at any time upon notice to the Company, except that any such termination shall not relieve the Customer of any minimum bills under Rule 8.01(B) hereof.

- D. UNUSUAL LOADS: When the Customer's load requirements are unusually large, or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to serve the Customer's requirements, the Company may require the service agreement to be for an initial term of more than one year. Upon termination or cancellation, the Company may require payment by the Customer of such secured or unsecured charges and amounts (which may be required to be deposited before construction of such equipment or facilities) as may be necessary to protect the investment of the Company.
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- H. WAIVER BY COMPANY: Waiver by the Company with respect to any default by a Customer in complying with the provisions of his service agreement shall not be deemed to be a waiver with respect to any other or subsequent default by such Customer.
- I. WAIVER BY COMMISSION: The Company reserves the right to request waiver by the Commission in individual cases of any standards adopted by the Commission if it deems the standard(s) would not serve the interests of either the Company or the Customer.

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SCHEDULE Section 2

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**GENERAL RULES AND REGULATIONS
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2. APPLICATION FOR SERVICE AND AGREEMENTS

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- B. Customers choosing to move forward and seek service for a project shall complete and comply with terms set forth in a Letter of Agreement and submit a refundable deposit of \$200,000 that will be used to offset costs associated with project planning. Should costs exceed this deposit an additional refundable deposit of \$200,000 shall be required. Additional refundable deposits will be required such that the Customer pays all project planning costs associated with their project.

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**GENERAL RULES AND REGULATIONS
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Initial deposit funds not used during planning shall be refunded to the customer without interest. These Customers shall be placed in a queue based on the date on which they provided the required information and deposit.

- a. Service related to projects the Company designates as serving the community interest may be given priority in the queue and may not be required to submit a deposit. Community interest projects are those that are part of a competitive search in which the Company is competing against at least one other location for the project, the Customer reasonably demonstrates that the project will employ at least 250 permanent, full-time employees, and an accredited state or regional economic development organization certifies that the absence of a deposit and expedited timing are critical to the state winning the project.
- b. The Company shall have sole discretion on the deposit applicability and managing projects in the queue.
- C. The Company will work on advanced study and scoping for up to four (4) projects at a time. Customers with projects being studied shall be notified of the study results and plans to receive service. Once an Initial Projects Agreement is complete, the Company will send necessary details to the Southwest Power Pool ("SPP") for its review. Completed plans shall be valid for six months.
- D. Customers choosing to receive service according to these plans shall complete the required agreements to facilitate construction and all required Service Agreements to receive service. The Schedule LLPS tariff and associated Service Agreement contain additional requirements for qualifying projects that must be met to receive service. Customers failing to complete these agreements within the timeframe allowed may be returned to the queue.
- E. Additional details regarding the queue process and submission shall be posted to and updated from time to time on the Company's website.

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SCHEDULE _____ Section 8

EVERGY KANSAS METRO SERVICE AREA

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

8. LINE EXTENSION POLICY

8.01 Purpose

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

8.02 Definition of Terms

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

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

8. LINE EXTENSION POLICY

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

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8. LINE EXTENSION POLICY

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

L. Permanent Service: Overhead or underground electric line extensions for primary or secondary service where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured.

M. Temporary Service: Any service that is of a known temporary nature, excluding service for construction power, and shall not be continued for a period longer than twelve (12) months.

8.03 General Provisions

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

B. Service Classification: Company at its reasonable discretion, after consideration of Applicant's electric requirements, will designate the class of service requested as Permanent, Indeterminate or Temporary in accordance with the definitions set forth in Section 8.02.

1. For Temporary Service, the following will apply.

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

2. For Indeterminate Service, the following will apply.

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**GENERAL RULES AND REGULATIONS
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8. LINE EXTENSION POLICY

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

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~~2019~~2023

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

8. LINE EXTENSION POLICY

costs which have already been incurred which cannot be canceled shall be reimbursed to Company by Applicant. If the Applicant's advance payment exceeds incurred costs, the difference will be reimbursed to the Applicant. Estimated construction cost estimates are valid for 90 days.

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

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

1. When underground construction is used,
 - a. Off Applicant's property, Company will coordinate trenching, conduit, backfilling, and other items.
 - b. On Applicant's property, Applicant may supply trenching, conduit, backfilling, and other items.

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~~2019~~2023

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c. All such in-kind work shall be constructed or completed to Company's construction specifications and in conjunction with Company's construction schedule. Company, at its reasonable discretion, shall require Applicant's in-kind work to be redone if not constructed according to Company's construction specifications.

G. Right-of-Way Limitations: Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and/or easements satisfactory to Company have been received. Company shall not in any case be required to secure private rights-of-way or easements for the purpose of making extensions of electric distribution lines or other facilities to property owned or otherwise controlled by Applicant. Applicant may provide or procure for Company such private rights-of-way and/or easements as are satisfactory to Company for the construction, operation, and maintenance by Company of its facilities necessary or incidental to the supplying of electric service. Such rights-of-way and/or easements shall be free and clear of obstructions and trees when it interferes with construction and operation of the extension and graded to within six (6) inches of final grade by Applicant. Costs to remove such obstructions and prepare grading are the Applicant's responsibility. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions required. However, Company will not make extensions on streets or alleys not covered by lawful franchise grants or any applicable statute or regulation.

H. Relocation of Company Facilities: Applicant shall consult Company before beginning any construction that may affect Company's facilities. Applicant shall not enclose Company's facilities, use any poles, wires, structures, or other Company facilities for fastening objects to use as support or any other purpose. Applicant shall not locate anything in close proximity to Company's facilities that shall cause interference with the supply of electric service or cause a dangerous condition to exist. Applicant shall reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at Applicant's request. Company's facilities shall be removed or relocated only by Company's employees, agents, or authorized representatives.

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Darrin Ives, Vice President

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If Applicant's request to relocate Company's facilities is associated with Applicant's expansion, then Section 8.06 Extensions of Lines to Non- Residential Applicants shall apply.

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

8.04 Permanent Residential Extensions

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

- 1. Residential Applicants shall mean those Applicants having single or multiple units within a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy, each having separate kitchen facilities, sleeping facilities, living facilities and permanent provisions for sanitation, and are served through one meter. Residential electric service shall mean the use of electric service principally for domestic purposes in Applicant's household, home, detached garage on the same premise as Applicant's home, or place of dwelling for the maintenance or improvement of Applicant's quality of life. Residential Applicant uses shall also include domestic premises served through one meter that have been converted from one to no more than four single-family dwelling units each having separate kitchen facilities; and also premises in which four or fewer sleeping rooms are rented or available for rent. Those premises exceeding such limitations shall not be considered Residential. The primary use of electric service shall be limited to lighting, small motor usage, comfort space conditioning,

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water heating, food preparation and other household uses. The Company has reasonable discretion in determining if a proposed load is Residential.

2. Company shall calculate and contribute the cost to construct a standard one-quarter (1/4) mile extension from the nearest existing electric distribution line having sufficient capacity to provide adequate electric service to Applicant along easements, streets, roads, highways, and alleys. The standard one-quarter (1/4) mile extension will consist of the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per Residential Applicant.
3. Applications for electric service beyond the Basic Extension Request, such as requests requiring more than 25 kVA of transformer capacity, extensions of three-phase service, line extensions further than 1/4 mile, or line extensions requiring more than available distribution voltage are reserved for special consideration by Company. With respect to those applications, Company may require Applicant to provide contribution or guarantee of revenue. If, in Company's reasonable discretion, any extension requires extraordinary construction costs or the prospective electric service usage is unlikely to generate revenues from the extension that will pay Company a fair return on its investment, Company reserves the right to:
 - a. require Applicant contribution sufficient to compensate Company for the expense in excess of the Basic Extension,
 - b. a satisfactory guarantee of revenue.
4. In the absence of special arrangements, Company requires the Applicant contribution or a guarantee of revenue in advance of any construction or modification of Company's facilities. Company reserves the right and the customer may request to modify such contribution or guarantee of revenue after actual costs becomes known (true-up). The term "estimated cost" as used herein will be estimated cost for materials, labor and work equipment, plus Company's related overheads. Company may allow Applicant to pay their contribution in equal monthly installments with a 15% down payment. This may come in the form of a

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unique Customer Charge or an increase to an existing monthly Customer Charge over sixty consecutive bills.

B. Residential Line Extensions to Permanent Mobile Home Parks

1. The Company will supply individually metered electric service to each non-transient resident in a permanent mobile home court (one constructed comparable to a residential development with such facilities as paved roadways and walkways, underground water and sewer connections, finished, graded, and arranged in an orderly contiguous manner) who shall be responsible for the payment of electric service bills incurred under the applicable Residential rate schedule.
2. Mobile home park owners and/or operators receiving all of the electric energy used in the park through a single meter as of November 1, 1978 may continue, at their option, to be served on such one-meter service and will be billed under Company's applicable rate schedule. However, Electric Service to each mobile home within such park will be supplied unmetered and shall not be resold on a metered basis.
3. Service will be supplied consistent with the terms and conditions found under the Residential Subdivision Policy, Section 8.05.

C. Residential Line Extensions to Transient Mobile Home Parks

1. Where a court is non-permanent, or where residents of a permanent court are transient, the Company, will Supply single metered electric service under an applicable general service schedule to the premises of the Owner/Operator for redistribution to the individual units and the Owner/Operator shall be responsible for payment of electric service bill to the premises. Electric service to the occupant of a mobile home is here considered an incident of occupancy and to be without a specific or separate charge by the Owner/Operator to the mobile home occupant.

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- 2. Alternatively, upon Customer request and Company approval, or if the Company deems the single metered option is uneconomic or impractical, the Company will supply individually metered electric service to each unit in such courts. The

Owner/Operator may not charge any resident of such unit more than the amount actually billed by the Company for usage by such unit under the Residential rate schedule and shall post in several conspicuous places on the premises a copy of the Company's applicable Residential rate schedule together with a statement as follows:

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

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

D. Resale of Electric Service

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

E. Public Service Mobile Home Court

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

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

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8.05 Residential Subdivision Extensions

- A. Availability: Electric service will be extended to new residential subdivisions consisting of average lot sizes of five acres or less at points on the Company's existing distribution facilities.
- B. Applicability: This policy is applicable to developers of residential housing areas above and beyond the scope of the Company's line extension policy. This policy is not applicable to mainlines and laterals in or near the subdivision perimeter, mobile home courts, multi-dwelling construction of more than four units, and/or construction of fewer than five residential units.
- C. Purpose: This policy will encourage orderly planning and coordination between the Company and developers of residential subdivisions. It is intended to assist Applicant's request for new service installations and limit the investment in utility plant required by Company prior to eventual residential customer demand for electricity.
- D. General Requirements: The Applicant shall apply to Company for the design of the electric distribution for the portion of subdivision to be built within a twelve-month period that Applicant plans to build residential housing units upon. Company shall design the initial distribution system based upon the Applicant's plan consisting of all contiguous building sites on both sides of the utility easements within the project area.
- E. Treatment of Costs: Company will split the cost of distribution system equally with the Applicant. Applicant shall make a refundable cash deposit with the Company or provide an irrevocable letter of credit as defined in paragraph F and G below, in an amount equal to 50% of the estimated cost of infrastructure install.
 - 1. If the Applicant elects to make a deposit instead of providing an Irrevocable Letter of Credit (ILOC), the deposit for the electric distribution system will be refunded/released without interest to Applicant in full via a one-time payment when 50% of lots are metered.
 - a. The cost of electric distribution system shall be determined for Applicant's subdivision.

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- b. Applicant shall be eligible for a deposit refund/release of ILOC after construction and setting of permanent meters on at least 50% of the subdivision lots as defined by the contractual agreement for said development.
 - c. Refunds shall not exceed the Applicant's original deposit nor will refunds be made beyond a five-year period beginning from the completion date of company infrastructure installation.
2. The Company's 50% share is not limited to a number of phases or number of subdivisions but is subject to Company reasonable and non-discriminatory discretion.
 3. Payment of any deposit or provision of an irrevocable letter of credit shall be completed by Applicant prior to the start of work.
- F. Irrevocable Letter of Credit Form Requirements:
1. Must be issued by a financial institution that has authority to issue letters of credit.
 2. Must be issued by a financial institution that is pre-approved in writing by Company to Applicant.
 3. If not using Company's Letter of Credit form, the financial institution's proposed Letter of Credit must be reviewed and approved in advance by Company
 4. Must identify the Company as the "Beneficiary", the financial institution as the "Issuer", and the party contracting with the Company as the "Developer" or "Principal".
 5. Must be signed and notarized by the appropriate officer of the issuing financial institution.
 6. Must identify the Company's project name and/or number.
 7. Must state the maximum amount to be drawn.

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- 8. Expiration date must be at least twelve months after the effective date of the letter of credit with automatic twelve (12) month extensions unless notice is given by the issuing financial institution at least ninety (90) days prior to the expiration of a term of non-renewal. Any extensions to the subdivision installation shall require extensions of the letter of credit. Letter of credit must not be revocable.
- 9. The Company shall have the unconditional right to draw on the ILOC at the end of the 5-year period in an amount equal to the unrecovered portion of the refundable deposit.
- 10. The letter of credit cannot be modified, amended, or terminated prior to the expiration date without the written consent of the Company.
- 11. Any choice of law provision must elect Kansas laws as governing unless otherwise mutually agreed in writing by Company and Applicant.

G. Irrevocable Letter of Credit Financial Institution Requirements:

- 1. Must have authority to issue letters of credit and be regulated by a Federal or State agency.
- 2. Must be insured by the Federal Deposit Insurance Corporation (FDIC).
- 3. The address of presentation must be an office of the financial institution located within the State of Kansas, unless otherwise mutually agreed by the Company and Applicant in writing.
- 4. The principal's name on the letter of credit must be the same Applicant who- applies for the subdivision installation with the Company.
- 5. The combined total letter of credit exposure to all affiliated Evergy companies (Evergy Kansas Central, Evergy Kansas Metro, Evergy Missouri Metro, and Evergy Missouri West) at the lending institution is limited to no more than 10% of the institution's equity capital.

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6. If the financial institution that has issued an outstanding letter of credit to the Company has indicated its intent not to renew such letter of credit, Applicant shall provide a substitute letter of credit at least twenty (20) days prior to the expiration of that outstanding letter of credit. If the financial institution issuing a letter of credit shall fail to honor the Company's properly documented request to draw on an outstanding letter of credit or such financial institution enters bankruptcy proceedings, Applicant shall provide for the benefit of the Company.

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

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

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

I. Terms and Conditions

- 1. Applicant shall supply all easement and rights-of-way required for the Company's facilities at no cost to the Company, on property owned and controlled by the Applicant.
- 2. Applicant shall have clearly designated utility easements suitable for electric facilities, right of ways, lot lines and location of other utility facilities placed in or to be placed in the utility easement. Easements shall be within six inches of final grade prior to installation of Company facilities.

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Applicant will supply trenching and installation of any required cable in duct (CID) or conduit, backfilling, and proper preparation of pad side locations for company equipment. A Company approved contractor shall be used for installation of cable in duct (CID). All such work shall be constructed or completed to the Company's construction standards, in conjunction with the Company's construction schedule, and within 25 feet of a truck accessible improved surface for ingress and egress to install, maintain, rebuild, and replace such equipment. Exceptions will be at Company discretion. Company at its sole discretion shall require Applicant's work to be redone if not constructed to Company's construction standards.

3. Service under this rate schedule is subject to Company's General Terms and Conditions presently on file with the Commission and any modifications subsequently approved. All provisions of this policy are subject to changes made by order of the regulatory authority having jurisdiction.

8.06 Permanent Non-Residential Extensions

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

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

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

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

8.07 Redundant or Emergency Service

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

8.08 Cost Recovery for Large or Transmission Level Construction Projects

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

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

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

C. for extensions of transmission or substation facilities, any Customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs will not include any resulting network upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. In the event the Southwest Power Pool modifies cost allocation methodologies for network upgrade costs related to large load interconnections, nothing herein prevents the parties from proposing modifications to how Evergy allocates such costs among its retail customers. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any Service Agreements required by the applicable rate schedule as a condition for any construction to commence.

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8.01 Purpose

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

8.02 Definition of Terms

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

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

- E. Distribution Extension: Distribution facilities including primary and secondary distribution lines, transformers, service laterals and all appurtenant facilities and meter installation facilities installed by Company.

- F. Electric Service Standards: Company's Electric Service Standards available upon request to any Applicant, defines Company's uniform standards and requirements for installation, wiring and system design.

- G. Estimated Construction Costs: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental underground and overhead expenses connected therewith. Where special items, not incorporated in the Electric Service Standards, are required to meet construction conditions, the cost thereof shall also be included as a non-standard cost.

- H. Extension Completion Date: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Company records.

- I. Extension Upgrade: The increase in capacity of existing electric distribution facilities necessitated by Applicant's estimated electric requirements and for which Company determines that such facilities can be reasonably installed.

- J. Facilities Extension Agreement: Written agreement between Applicant and Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, etc. in accordance with this extension policy.

- K. Indeterminate Service: Service that is of an indefinite or indeterminate nature where the amount and permanency of service cannot be reasonably assured to predict the revenue stream from Applicant. For purposes of uniform application, "Indeterminate Service" may include such service as may be

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THE STATE CORPORATION COMMISSION OF KANSAS

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

(Name of Issuing Utility)

SCHEDULE _____ Section 8

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule Section 8 Sheet 3

which was filed November 21, 2023

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

L. Permanent Service: Overhead or underground electric line extensions for primary or secondary service where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured.

M. Temporary Service: Any service that is of a known temporary nature, excluding service for construction power, and shall not be continued for a period longer than twelve (12) months.

8.03 General Provisions

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

B. Service Classification: Company at its reasonable discretion, after consideration of Applicant's electric requirements, will designate the class of service requested as Permanent, Indeterminate or Temporary in accordance with the definitions set forth in Section 8.02.

1. For Temporary Service, the following will apply.

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

2. For Indeterminate Service, the following will apply.

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

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

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

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

1. When underground construction is used,
 - a. Off Applicant's property, Company will coordinate trenching, conduit, backfilling, and other items.
 - b. On Applicant's property, Applicant may supply trenching, conduit, backfilling, and other items.
 - c. All such in-kind work shall be constructed or completed to Company's construction specifications and in conjunction with Company's construction schedule. Company, at its reasonable discretion, shall require Applicant's in-kind work to be redone if not constructed according to Company's construction specifications.

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- G. Right-of-Way Limitations: Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and/or easements satisfactory to Company have been received. Company shall not in any case be required to secure private rights-of-way or easements for the purpose of making extensions of electric distribution lines or other facilities to property owned or otherwise controlled by Applicant. Applicant may provide or procure for Company such private rights-of-way and/or easements as are satisfactory to Company for the construction, operation, and maintenance by Company of its facilities necessary or incidental to the supplying of electric service. Such rights-of-way and/or easements shall be free and clear of obstructions and trees when it interferes with construction and operation of the extension and graded to within six (6) inches of final grade by Applicant. Costs to remove such obstructions and prepare grading are the Applicant's responsibility. When necessary, Company shall endeavor to secure franchise rights from municipality to cover extensions required. However, Company will not make extensions on streets or alleys not covered by lawful franchise grants or any applicable statute or regulation.

- H. Relocation of Company Facilities: Applicant shall consult Company before beginning any construction that may affect Company's facilities. Applicant shall not enclose Company's facilities, use any poles, wires, structures, or other Company facilities for fastening objects to use as support or any other purpose. Applicant shall not locate anything in close proximity to Company's facilities that shall cause interference with the supply of electric service or cause a dangerous condition to exist. Applicant shall reimburse Company for any costs due to a change in the location of meters, service lines, or other Company facilities made at Applicant's request. Company's facilities shall be removed or relocated only by Company's employees, agents, or authorized representatives. If Applicant's request to relocate Company's facilities is associated with Applicant's expansion, then Section 8.06 Extensions of Lines to Non- Residential Applicants shall apply.

- I. Ownership of Facilities: Except as noted below, all Distribution Extensions, provided wholly, or in part, at the expense of an Applicant shall become the property of Company once approved and accepted by Company.

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

8.04 Permanent Residential Extensions

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

1. Residential Applicants shall mean those Applicants having single or multiple units within a single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy, each having separate kitchen facilities, sleeping facilities, living facilities and permanent provisions for sanitation, and are served through one meter. Residential electric service shall mean the use of electric service principally for domestic purposes in Applicant's household, home, detached garage on the same premise as Applicant's home, or place of dwelling for the maintenance or improvement of Applicant's quality of life. Residential Applicant uses shall also include domestic premises served through one meter that have been converted from one to no more than four single-family dwelling units each having separate kitchen facilities; and also premises in which four or fewer sleeping rooms are rented or available for rent. Those premises exceeding such limitations shall not be considered Residential. The primary use of electric service shall be limited to lighting, small motor usage, comfort space conditioning, water heating, food preparation and other household uses. The Company has reasonable discretion in determining if a proposed load is Residential.
2. Company shall calculate and contribute the cost to construct a standard one-quarter (1/4) mile extension from the nearest existing electric distribution line having sufficient capacity to provide adequate electric service to Applicant along easements, streets, roads, highways, and alleys. The standard one-quarter (1/4) mile extension will consist of the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per Residential Applicant.

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

B. Residential Line Extensions to Permanent Mobile Home Parks

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

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

C. Residential Line Extensions to Transient Mobile Home Parks

- 1. Where a court is non-permanent, or where residents of a permanent court are transient, the Company, will Supply single metered electric service under an applicable general service schedule to the premises of the Owner/Operator for redistribution to the individual units and the Owner/Operator shall be responsible for payment of electric service bill to the premises. Electric service to the occupant of a mobile home is here considered an incident of occupancy and to be without a specific or separate charge by the Owner/Operator to the mobile home occupant.
- 2. Alternatively, upon Customer request and Company approval, or if the Company deems the single metered option is uneconomic or impractical, the Company will supply individually metered electric service to each unit in such courts. The

Owner/Operator may not charge any resident of such unit more than the amount actually billed by the Company for usage by such unit under the Residential rate schedule and shall post in several conspicuous places on the premises a copy of the Company's applicable Residential rate schedule together with a statement as follows:

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

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

D. Resale of Electric Service

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

E. Public Service Mobile Home Court

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

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

8.05 Residential Subdivision Extensions

- A. Availability: Electric service will be extended to new residential subdivisions consisting of average lot sizes of five acres or less at points on the Company's existing distribution facilities.
- B. Applicability: This policy is applicable to developers of residential housing areas above and beyond the scope of the Company's line extension policy. This policy is not applicable to mainlines and laterals in or near the subdivision perimeter, mobile home courts, multi-dwelling construction of more than four units, and/or construction of fewer than five residential units.
- C. Purpose: This policy will encourage orderly planning and coordination between the Company and developers of residential subdivisions. It is intended to assist Applicant's request for new service installations and limit the investment in utility plant required by Company prior to eventual residential customer demand for electricity.

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

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

- F. Irrevocable Letter of Credit Form Requirements:
 - 1. Must be issued by a financial institution that has authority to issue letters of credit.

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

G. Irrevocable Letter of Credit Financial Institution Requirements:

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

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

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

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

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

I. Terms and Conditions

1. Applicant shall supply all easement and rights-of-way required for the Company's facilities at no cost to the Company, on property owned and controlled by the Applicant.
2. Applicant shall have clearly designated utility easements suitable for electric facilities, right of ways, lot lines and location of other utility facilities placed in or to be placed in the utility easement. Easements shall be within six inches of final grade prior to installation of Company facilities.

Applicant will supply trenching and installation of any required cable in duct (CID) or conduit, backfilling, and proper preparation of pad side locations for company equipment. A Company approved contractor shall be used for installation of cable in duct (CID). All such work shall be constructed or completed to the Company's construction standards, in conjunction with the Company's construction schedule, and within 25 feet of a truck accessible improved surface for ingress and egress to install, maintain, rebuild, and replace such equipment. Exceptions will be at Company discretion. Company at its sole discretion shall require Applicant's work to be redone if not constructed to Company's construction standards.

3. Service under this rate schedule is subject to Company's General Terms and Conditions presently on file with the Commission and any modifications subsequently approved. All provisions of this policy are subject to changes made by order of the regulatory authority having jurisdiction.

8.06 Permanent Non-Residential Extensions

- A. Each application to Company for electric service requiring an extension to a non-residential customer of Company's existing distribution facilities will be studied by Company, as received. Company may determine the amount of investment warranted by Company in making such extension and the Applicant Contribution In Aid of Construction, giving full consideration to the Applicant's load requirements and characteristics and Company's estimated revenue from the Applicant during the

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8.07 Redundant or Emergency Service

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

8.08 Cost Recovery for Large or Transmission Level Construction Projects

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

- A. require the Customer, the Customer representative or Developer to provide a financial guarantee before planning, sourcing, and construction of requested facilities. The financial guarantee may take the form of a contractual guarantee, letter of credit or other form suitable to the Company. In lieu of a financial guarantee, a prepayment suitable to cover the planning, sourcing, and construction costs may be accepted. The Company will place the prepayment into escrow subject to mutually defined terms. If the terms are met, the Company will refund the prepayment, otherwise the prepayment is retained by the Company and applied to the cost incurred for that project.
- B. allow Customer to pay other construction and extension-related costs in the form of monthly installments included as part of the regular monthly billing for electric service. Terms associated with these installments will be established with each Customer as needed to support their respective project.
- C. for extensions of transmission or substation facilities, any Customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs will not include any resulting network upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. In the event the Southwest Power Pool modifies cost allocation methodologies for network upgrade costs related to large load interconnections, nothing herein prevents the parties from proposing modifications to how Evergy

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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 8 _____

EVERGY KANSAS METRO SERVICE AREA

(Territory to which schedule is applicable)

Replacing Schedule Section 8 Sheet 17

which was filed November 21, 2023

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

Sheet 17 of 16 Sheets

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

8. LINE EXTENSION POLICY

allocates such costs among its retail customers. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any Service Agreements required by the applicable rate schedule as a condition for any construction to commence.

Issued February 11 2025
Month Day Year

Effective _____
Month Day Year

By _____
Darrin Ives, Vice President

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

In the Matter of the Application of Evergy)
Kansas Metro, Inc. Evergy Kansas South,)
Inc., and Evergy Kansas Central, Inc. for) Docket No. 25-EKME-315-TAR
Approval of Large Load Service Rate Plan)
and Associated Tariffs.)

TESTIMONY OF

DR. CAROLYN A. BERRY

ON BEHALF OF

GOOGLE LLC

SUPPORTING UNANIMOUS SETTLEMENT AGREEMENT

September 5, 2025

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1 **I. INTRODUCTION**

2 **Q. Please state your name, business address, and present position.**

3 A. My name is Carolyn A. Berry. I work at Bates White Economic Consulting (“Bates
4 White”). My business address is 2001 K Street NW, North Building, Suite 500, Washington, D.C.
5 20006.

6 **Q. What is your position with Bates White?**

7 A. I am a Partner.

8 **Q. Please describe your educational background and employment experience.**

9 A. I have more than 30 years of experience providing economic analysis, advisory
10 services and expert testimony for clients on issues related to electric market design, policy and
11 strategy; utility rates; system planning; and cost allocation and tariff design. In recent work, I
12 provided expert testimony on proposed changes to the industrial power tariff of Indiana Michigan
13 Power (“I&M”) in proceedings before the Indiana Utility Regulatory Commission and expert
14 testimony on modifications to the Large Capacity Power and Industrial Power tariffs of
15 Appalachian Power Company and Wheeling Power Company, respectively, before the Public
16 Service Commission of West Virginia. The tariff modifications in these proceedings were made
17 to address large loads. I have provided expert testimony before the Public Utilities Commission
18 of Nevada regarding the Clean Transition Tariff, and I have analyzed proposed changes to
19 PacifiCorp’s large load customer tariffs and applicable rules in Oregon. In my years of practice, I
20 have additionally provided expert testimony and/or testified at hearings before the Nova Scotia
21 Utility and Review Board, the Public Utility Commission of Texas, the Massachusetts Department
22 of Public Utilities, the Utah Public Service Commission, the California Public Utility Commission,
23 the U.S. District Court for the District of South Carolina, and the Federal Energy Regulatory
24 Commission.

1 I received a Bachelor of Science degree in Economics and a Bachelor of Arts degree in
2 Spanish from the University of Minnesota in Minneapolis, Minnesota, and a Ph.D. in economics
3 from Northwestern University in Evanston, Illinois. Prior to my employment at Bates White, I was
4 employed at Pacific Gas and Electric Company in San Francisco, California; as an independent
5 economic consultant and as a consultant with National Economic Research Associates in
6 Washington, D.C.; and at the Federal Energy Regulatory Commission in Washington, D.C. The
7 details of my background and experience are provided in the resume, attached as Schedule CB-1.

8 **Q. Have you previously provided testimony before the Kansas Corporation Commission**
9 **(“Commission”)?**

10 A. No.

11 **On whose behalf are you submitting this testimony?**

12 A. I am submitting this testimony on behalf of Google LLC (“Google”).

13 **Q. What is the purpose of your testimony?**

14 A. The purpose of my testimony is to explain Google’s support for the Unanimous
15 Settlement Agreement (“Settlement Agreement”) filed by the parties on August 18, 2025. I also
16 recommend that the Commission approve the Settlement Agreement without modification.

17 **Q. Are you sponsoring any exhibits as a part of your testimony?**

18 A. Yes. I am sponsoring one exhibit, Schedule CB-1.

19 **II. OVERVIEW OF THE PROCEEDING**

20 **Q. Please provide an overview of the proceeding.**

21 A. On February 11, 2025, Evergy Metro, Inc. d/b/a/ Evergy Kansas Metro (“Evergy
22 Kansas Metro”), Evergy Kansas South, Inc., and Evergy Kansas Central, Inc. (together as “Evergy
23 Kansas Central”) (collectively referred to herein as “Evergy”) filed an application requesting

1 expedited approval of its Large Load Power Service (“LLPS”) Rate Plan, all accompanying new
2 and modified tariffs, as well as any additional or conforming tariff changes needed to implement
3 the LLPS Rate Plan (the “Application”). Many parties intervened, including Google LLC, the
4 Data Center Coalition (the “DCC”), the Citizens’ Utility Ratepayers Board (“CURB”), the Sierra
5 Club; the National Resources Defense Council (“NRDC”), Panasonic Energy Corporation of
6 North America (“Panasonic”), the Kansas Industrial Consumers Group (“KIC”), Occidental
7 Chemical Corporation (“Occidental”), Lawrence Paper Company (“LPC”), Spirit AeroSystems,
8 Inc. (“Spirit”), Associated Purchasing Services (“APS”), The Goodyear Tire & Rubber Company
9 (“Goodyear”), and numerous school districts (collectively, “School Districts”). On May 6, 2025,
10 the Commission issued an *Order Setting Procedural Schedule* setting forth a procedural schedule
11 that included numerous dates for “breakout sessions” and formal settlement discussions prior to
12 Staff and Intervenor testimony.¹ The procedural schedule contemplated the potential for a
13 settlement agreement to be filed prior to Staff and Intervenor testimony.

14 **Q. What did the breakout sessions entail?**

15 A. I have been informed by counsel that the specific details of the breakout sessions
16 are protected settlement discussions that cannot be disclosed. However, it can and should be noted
17 that each of the breakout sessions covered specific elements of Evergy’s proposed LLPS Rate Plan
18 and all the parties were invited to participate, ask questions, and debate the issues presented in the
19 breakout sessions. The topics covered included the details of the LLPS Rate Plan and the necessity
20 to establish a new customer class that addresses the unique characteristics of large load customers,
21 rate design, customer protections, and optional riders such as the Customer Capacity Rider and the
22 Clean Energy Choice Rider. There was wide participation and robust debate during the breakout

¹ Order Setting Procedural Schedule (May 6, 2025).

1 sessions, which laid the foundation for the formal negotiations that followed between June and
2 August 2025.

3 **Q. Did parties conduct discovery?**

4 A. Yes. Staff, Google, the DCC and KIC all issued discovery requests to Evergy and
5 amongst themselves.

6 **Q. Did the parties express their positions via other channels?**

7 A. Yes. Three days after filing its Application in Kansas, Evergy filed a parallel
8 application before the Missouri Public Service Commission (“MPSC”) in File No. EO-2025-0154
9 (“MPSC Proceeding”) for essentially the same LLPS tariff and associated riders, except to the
10 extent needed to reflect the difference in territories. Staff and Intervenor testimony in the MPSC
11 Proceeding was due on July 25, 2025. The DCC and Google are parties to the MPSC Proceeding
12 and submitted testimony in that proceeding on July 25, 2025.

13 **III. OVERVIEW OF THE SETTLEMENT AGREEMENT**

14 **Q. Please provide an overview of the Settlement Agreement.**

15 A. The Settlement Agreement reflects compromise across numerous subjects by a
16 diverse group of stakeholders as the result of extensive discussions and negotiations. The
17 Settlement Agreement addresses the entirety of Evergy’s proposed LLPS Rate Plan, including the
18 following:

- 19 • Thresholds for tariff applicability;
20 • Requirement for a Service Agreement;²
21 • Minimum contract term length, including load ramp period;

² Capitalized terms have the meanings assigned to them in the Settlement Agreement unless otherwise specifically noted herein.

- 1 • Contract Capacity, permissible capacity reductions, notice and fees;
- 2 • Termination provisions, including notice and Exit Fees;
- 3 • Applicable rates and charges, including Minimum Monthly Bills;
- 4 • Procedures and costs associated with Interim Capacity;
- 5 • Optional riders, including the Customer Capacity Rider, Demand Response Generation
- 6 Rider, Clean Energy Rider, Renewable Energy Program Rider, Green Solution
- 7 Connections Program, and Alternative Energy Credit Rider.
- 8 • Customer creditworthiness and collateral/security requirements;
- 9 • Other tariff modifications necessary to implement the LLPS Rate Plan;
- 10 • Large load interconnection procedures (“Path to Power”); and
- 11 • Annual reports by Evergy.

12 **Q. Please describe the Settlement Agreement signatories.**

13 A. The settlement is a unanimous, 17-party agreement signed by a diverse group of
14 stakeholders, including the utility, Commission Staff, consumer and environmental advocates, and
15 a wide range of large commercial and industrial customers.

16 **Q. Does the Settlement Agreement appropriately protect existing customers from**
17 **bearing the costs of new large load customers?**

18 A. Yes. For example, the Settlement Agreement includes a minimum contract term of
19 twelve (12) years in addition to a ramp period of up to five (5) years. This is consistent with the
20 minimum contract term in the recently approved large load tariff for I&M in Indiana.³ The

³ See Order of the Commission, Indiana Utility Regulatory Commission Cause No. 46097, p. 48 (Feb. 19, 2025) (“Based upon our review of the record as a whole and consideration of the Settlement Agreement terms in totality and the supporting testimony and exhibits, the Commission finds that the Settlement Agreement as modified herein represents a just and

1 Settlement Agreement also implements a Minimum Monthly Bill that incorporates an 80 percent
2 minimum monthly demand, such that the Demand Charge, the Grid Charge, the Transmission
3 Delivery Charge (“TDC”) and other demand-based riders will be paid by large load customers at
4 a minimum of 80 percent of the Contract Capacity, even if actual usage falls below that threshold.
5 Additionally, large load customers cannot exit the system without thirty-six (36) months’ prior
6 notice and payment of an exit fee equal to the value of the Minimum Monthly Bill times the number
7 of months remaining in the Term or Extension Term, or for twelve (12) months, whichever is
8 greater. Large load customers are also restricted from reducing their Contract Capacity during the
9 first five (5) years of the term but may subsequently reduce their Contract Capacity within certain
10 limits (25 megawatts or ten percent, whichever is lower) and only upon 24-months’ prior notice.
11 Reductions beyond that amount require 36-months’ notice and payment of fees based on remaining
12 Minimum Monthly Bills.

13 **Q. While protecting existing customers, does the Settlement Agreement also create terms**
14 **that attract new large load customers that bring system-wide benefits?**

15 A. Yes. The terms of the Settlement Agreement appropriately protect existing
16 customers without going so far as to drive large load customers away from Evergy’s service

reasonable resolution of the issues. Accordingly, the Settlement Agreement as discussed and modified herein is approved.”); Submission of Unopposed Settlement Agreement and Unopposed Motion for Acceptance of Out of Time Filing, Indiana Utility Regulatory Commission Cause No. 46097, p. 2 (Nov. 22, 2024) (“Mandatory Term: The Large Load Customer’s Initial Contract Term will be made for a period of not less than 12 years. A Large Load Customer may designate a Load Ramp Period, which can be no greater than five years. If a Load Ramp Period is designated by the Large Load Customer, the Initial Contract Term shall commence after the Load Ramp Period ends.”).

1 territory. As referenced above, Evergy’s LLPS Rate Plan is generally in line with large load tariffs
2 in other jurisdictions, such as the I&M large load tariff in Indiana.⁴

3 **IV. STANDARD OF REVIEW**

4 **Q. Are you aware of the factors or standards that the Commission uses to review a**
5 **unanimous settlement agreement?**

6 A. Yes. Although I am not an attorney, I have been informed that the Commission
7 may accept a unanimous settlement agreement so long as approval of the settlement is: (1)
8 supported by substantial competent evidence in the record as a whole; (2) results in just and
9 reasonable rates; and (3) is in the public interest.⁵

10 **Q. Do you believe the Settlement Agreement is supported by substantial competent**
11 **evidence in the record as a whole?**

12 A. Yes. I believe that Evergy’s Application, the extensive review and discussion, and
13 the Settlement Agreement itself provide substantial evidence indicating that the Settlement
14 Agreement should be approved. Additionally, I understand that an evidentiary hearing is
15 scheduled for October 8, 2025, during which witnesses representing the various parties will be
16 available for questions from the Commission. The fact that so many diverse parties—including
17 Staff, the utility, the statutory consumer advocate (CURB), existing customers (KIC and the
18 School Districts), data center representatives (Google, the DCC), and environmental interests

⁴ See generally Order of the Commission, Indiana Utility Regulatory Commission Cause No. 46097 (Feb. 19, 2025); Submission of Unopposed Settlement Agreement and Unopposed Motion for Acceptance of Out of Time Filing, Indiana Utility Regulatory Commission Cause No. 46097 (Nov. 22, 2024).

⁵ *Citizens’ Util. Ratepayer Bd. v. State Corp. Comm’n of State of Kansas*, 28 Kan. App. 2d 313, 316, 16 P.3d 319, 323 (2000); *Order on KCP&L’s Application for Rate Change*, Docket No. 15-KCPE-116-RTS, ¶ 15 (Sept. 10, 2015).

1 (Sierra Club, NRDC)—were able to reach a unanimous, comprehensive agreement is also strong
2 evidence that the Settlement Agreement should be approved.

3 **Q. Will the Settlement Agreement result in just and reasonable rates?**

4 A. Yes. The rates established by the Settlement Agreement, along with the minimum
5 contract length, the Minimum Monthly Bills, and the other tariff provisions, will ensure, to an
6 acceptably high degree, that Schedule LLPS customers will pay their representative share of the
7 costs incurred to serve them and will prevent other customer classes' rates from reflecting any
8 unjust or unreasonable costs arising from service to Schedule LLPS customers.

9 **Is the Settlement Agreement in the public interest?**

10 A. Yes. I understand that it is the Commission's policy to encourage settlements,
11 especially when such settlements are supported by a diverse group of engaged parties. That is
12 certainly the case here. The parties to the Settlement Agreement represent diverse interests and
13 the Settlement Agreement is the product of extensive discussion, discovery, and negotiation. The
14 Settlement Agreement is also in the public interest because it appropriately balances protection for
15 existing customers with the operational and economic advantages offered by large load customers.

16 **V. CONCLUSION**

17 **Q. What is your recommendation regarding the approval of the Settlement Agreement?**

18 A. On behalf of Google, we respectfully recommend that the Commission approve the
19 Unanimous Settlement Agreement in its entirety without any modifications or changes and find
20 that the Settlement Agreement is in the public interest.

21 **Q. Does this conclude your testimony?**

22 A. Yes, and thank you for the opportunity to present this testimony.

VERIFICATION

I, Carolyn A. Berry, do solemnly, sincerely and truly declare and affirm that I am a Partner at Bates White Economic Consulting, that I have read the foregoing testimony and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief, and this I do under the pains and penalties of perjury.

By: 
Carolyn A. Berry

September 5, 2025

CAROLYN A. BERRY, PHD

Partner

AREAS OF EXPERTISE

- Energy policy and strategy
- Market design and analysis
- Market power and mitigation
- Regulatory and tariff analysis
- Cost allocation
- Gaming and manipulation



SUMMARY OF EXPERIENCE

Carolyn Berry is an economist with the Energy Practice. She specializes in market design and analysis, incentives and competition, policy formation, and regulatory issues in the energy industry, including collaborating and advising on electric and gas market initiatives and strategy. She has a proven track record as an expert witness in litigated proceedings and in achieving settlement with adverse parties. Dr. Berry has extensive experience leading and collaborating with key players in the California electricity and natural gas markets on issues related to the 2000-2001 energy crisis, the market structure and incentives that contributed to scarcity of supply, and options to redesign the markets.

Dr. Berry has prepared testimony, directed and performed technical analyses, and provided policy recommendations on a wide array of issues: electricity market design, mergers and acquisitions, rate determination, gaming and manipulation in electricity and natural gas markets, financial ring-fencing, utility cost recovery, value of distributed energy resources, energy efficiency and demand response, rate forecasting, cost-allocation mechanisms, contract evaluation, and damages calculations. Additionally, she has worked with domestic and international clients on energy market issues such as decoupling, uplift costs, avoided costs, virtual bidding, gaming strategies in centralized auctions, transmission pricing, optimal allocation of transmission rights, and retail electricity markets. She also has extensive experience with the Federal Energy Regulatory Commission, having worked on a wide variety of topics, including deregulation of wholesale electricity markets, market monitoring, mergers, cost recovery, and rate determination.

EDUCATION

- PhD, Economics, Northwestern University
- BS, Economics, University of Minnesota
- BA, Spanish, University of Minnesota

PROFESSIONAL EXPERIENCE

- Bates White Economic Consulting, Washington, DC
 - Partner, 2025–present
 - Principal, 2017–2024
- Pacific Gas and Electric Company, San Francisco, CA
 - Manager, Energy Policy and Procurement, 2014–2017
- Private Economic Consultant, Washington, DC
 - Owner, 2002–2014
- National Economic Research Associates (NERA), Washington, DC
 - Senior Consultant, 2000–2002
- Federal Energy Regulatory Commission, Washington, DC
 - Senior Economist, 1994–2000
- Universitat Pompeu Fabra, Barcelona, Spain
 - Assistant Professor, Facultat De Ciències Econòmiques, 1992–1993
- Northwestern University, Evanston, Illinois
 - Lecturer, 1989–1992

SELECTED BUSINESS AND CONSULTING EXPERIENCE

- On behalf of the Mississippi Public Service Commission, prepare an audit report of Mississippi Power Company’s fuel and purchased power costs.
- On behalf of the Data Center Coalition, analyzed rate proposal for large load customers.
- On behalf of a U.S. government client, analyzed a nuclear clean-up process and timeline.
- On behalf of a private U.S. client, analyzed value of a transmission right-of-way applying revenue and avoided cost methods.
- On behalf of a private U.S. client, analyzed value of interregional transmission and its impact on reliability and resiliency.
- On behalf of Vote Solar, performed an analysis of the value of solar in Rocky Mountain Power’s service territory in the state of Utah.
- On behalf of the California Parties, a group of investor-owned utilities and state agencies, led team in a multi-year process to value and resolve all remaining California energy crisis amounts working with the California Independent System Operator, the California Power Exchange, and affected third party market participants.
- On behalf of a Canadian client, performed an audit of dispatch costs of Nova Scotia Power.
- On behalf of a South Carolina regulatory client, co-authored a white paper on the topic of the securitization as used in the utility industry.

- On behalf of the South Carolina State Senate, provided an analysis of an interim reduction in the rates to exclude costs associated with the abandoned V.C. Summer nuclear plant, that could be sustained by South Carolina Electric & Gas without significantly increasing the likelihood of insolvency.
- On behalf of a Canadian client, provided survey of price formation under market rules that constrain auction-based market-clearing prices.
- On behalf of the California Parties, a group of investor-owned utilities and state agencies, led teams to develop energy crisis settlement valuations. Represented the Parties in settlement negotiations requiring the development of creative approaches to issue resolution and consensus building.
- Provided analysis of electric utility energy procurement issues including distributed energy resource interconnection issues.
- Determined just and reasonable rates for electric energy and ancillary services sales in the California ISO and PX markets. Process required analysis of ISO and PX market rules and tariffs, FERC orders, and the Federal Power Act.
- Conducted analysis of market power and market manipulation in the California and WECC electric markets through bidding strategies, energy and transmission scheduling practices, and Enron gaming strategies. Submitted written testimony and presented at FERC hearings.
- Analyzed and determined costs for sales of energy and ancillary services of sellers in the California ISO and PX markets. Provided analysis of natural gas purchases and trading, emissions regulations and costs, energy purchasing in the WECC, transmission costs, risk, and opportunity costs.
- Conducted survey of revenue decoupling in the US natural gas and electricity markets.
- Provided recommendations on the applicability and suitability of cost-of-service pricing in developing countries.
- For a US client, prepared independent report on uplift costs associated with virtual bidding in US organized electricity markets and analyzed alternative costs allocation methodologies.
- Analyzed the removal of electric transmission capacity in the Pacific Northwest from the California ISO-controlled grid. Identified various inefficiencies and gaming opportunities that arise when electric transmission is governed by different sets of rules.
- Provided analysis of but-for pricing for a New Zealand client to determine the allocation of costs for transmission investment in the PJM markets.
- Provided assistance to the Brazilian National Electricity System Operator (ONS) in the development of economically efficient methods of procuring ancillary services compatible with the Brazilian electricity market. Examined the feasibility of market-based provision of ancillary services in the electric sector and prepared a proposal for the commercialization of these services.
- Prepared a report containing recommendations on institutional strengthening for ANEEL, the federal electricity regulator in Brazil.
- Analyzed the initial proposals for the creation of the PJM, New England, and California ISOs and the associated market restructuring.
- Analyzed the competitive effects of the competitive effects of the 1997 merger of Duke Power Company and PanEnergy Corporation that formed Duke Energy Corporation.

- Analyzed the competitive effects of the competitive effects of the 1995 merger of Southwestern Public Service Company and Public Service Company of Colorado.
- Worked in the Office of Economic Policy at FERC during the crafting of FERC Order 888, the formation of the eastern and California ISOs, and the revision of merger policy.

TESTIFYING EXPERIENCE

July 16, 2025	Virginia State Corporation Commission. Direct Testimony, Summary, and Exhibits of Carolyn A. Berry, Ph.D. on Behalf of Google, LLC. <i>Regarding:</i> Dominion Energy Virginia's proposed terms and conditions for High Load customers, PUR-2025-00058.
March 17, 2025	Nova Scotia Utility and Review Board (NSUARB). Testimony at hearing before the NSUARB on behalf of the Staff of the NSUARB. <i>Regarding:</i> Unit commitment and dispatch of Nova Scotia Power, Inc. (NSPI) generating assets and an evaluation of the Extra Large Industrial Active Demand Control (ELIADC) tariff as part of biannual audit of the NSPI Fuel Adjustment Mechanism proceeding. (Report filed July 5, 2024)
January 10, 2025	Public Service Commission of West Virginia. Prepared Rebuttal of Testimony of Carolyn A. Berry on behalf of Google LLC. <i>Regarding:</i> Appalachian Power Company and Wheeling Power Company application for approval of revisions to their industrial power tariffs.
December 18, 2024	Public Service Commission of West Virginia. Prepared Direct Testimony of Carolyn A. Berry on behalf of Google LLC. <i>Regarding:</i> Appalachian Power Company and Wheeling Power Company application for approval of revisions to their industrial power tariffs.
October 15, 2024	Indiana Utility Regulatory Commission. Direct Testimony and Attachments of Carolyn A. Berry, Ph.D., on behalf of Amazon Web Services. <i>Regarding:</i> Indiana Michigan Power Company request for approval and modifications to its industrial power tariff – Tariff I.P.
October 8, 2024	Nevada Public Utilities Commission. Testimony of Carolyn A. Berry, Ph.D., on behalf of Google, LLC in Phase II of Nevada Power Company's 2024 Integrated Resource Plan proceeding. <i>Regarding:</i> Proposed new DSM program.
June 7, 2024	Nevada Public Utilities Commission. Prepared Direct Testimony of Carolyn A. Berry on behalf of Callisto Enterprises, a subsidiary of Google, LLC. <i>Regarding:</i> An energy supply agreement between Callisto Enterprises and NV Energy under the Clean Transition Tariff that is supported by an enhanced geothermal system in development by Fervo Energy in northern Nevada.
March 5, 2024	Commonwealth of Massachusetts Department of Public Utilities. Joint Direct Testimony of Carolyn A. Berry and Charlie Fijnvandraat on behalf of The Office of the Attorney General. <i>Regarding:</i> Electric Sector Modernization Plans with a focus on demand forecasting, net benefits calculations, and reliability and resilience plans for Eversource, National Grid and Unitil.
September 11, 2023	Nova Scotia Utility and Review Board (NSUARB). Testimony before the NSUARB on behalf of the Staff of the NSUARB. <i>Regarding:</i> Unit commitment and dispatch of Nova

	Scotia Power, Inc. (NSPI) generating assets as part of biannual audit of the NSPI Fuel Adjustment Mechanism proceeding.
September 1, 2023	Nevada Public Utilities Commission. Testimony of Carolyn A. Berry, Ph.D., on behalf of Google, LLC in Nevada Power Company's General Rate Case. <i>Regarding:</i> Fuel and purchased power recovery mechanism, return on equity, and participation in regional transmission organizations.
July 14, 2023	Nevada Public Utilities Commission. Testimony of Carolyn A. Berry, Ph.D., on behalf of Google, LLC in Nevada Power Company's General Rate Case. <i>Regarding:</i> Large Customer Market Priced Energy tariff and the transition to clean energy.
March 17, 2023	Commonwealth of Massachusetts Department of Public Utilities. Joint Surrebuttal Testimony of Carolyn A. Berry, Nicholas Puga, and Vincent Musco on behalf of The Office of the Attorney General. <i>Regarding:</i> project costs, pre-approval of costs, and project selection.
March 17, 2023	Nevada Public Utilities Commission. Testimony of Carolyn A. Berry, Ph.D., on behalf of Google, LLC. <i>Regarding:</i> 2021 Integrated Resource Plan Amendment Four, Phase II, addressing integrated resource planning process, modeling, and practices.
February 17, 2023	Commonwealth of Massachusetts Department of Public Utilities. Joint Direct Testimony of Carolyn A. Berry, Nicholas Puga, and Vincent Musco on behalf of The Office of the Attorney General. <i>Regarding:</i> NSTAR Electric Company and Eversource Gas Company of Massachusetts petitions to develop, construct, own, and operate solar photovoltaic facilities paired with battery energy storage on Company-owned property in environmental justice communities.
January 30, 2023	Nevada Public Utilities Commission. Testimony of Carolyn A. Berry, Ph.D., on behalf of Google, LLC. <i>Regarding:</i> 2021 Integrated Resource Plan Amendment Four, approval of Silverhawk CTs.
January 10, 2023	Nevada Public Utilities Commission. Testimony of Carolyn A. Berry, Ph.D., on behalf of Google, LLC. <i>Regarding:</i> Regulatory asset for regional transmission organization (RTO) activities.
October 11, 2022	Nevada Public Utilities Commission. Testimony of Carolyn A. Berry, Ph.D., on behalf of Google, LLC. <i>Regarding:</i> Rate design, and a proposed new Clean Transition Tariff.
September 7, 2022	Nevada Public Utilities Commission. Testimony of Carolyn A. Berry, Ph.D., on behalf of Google, LLC. <i>Regarding:</i> The sharing of fuel and purchased power price risk between the electric utility and customers.
March 2, 2021	Public Utility Commission of Texas. Testimony of Carolyn A. Berry, Ph.D., on behalf of the Public Utility Commission of Texas. <i>Regarding:</i> Avangrid Inc. acquisition of Texas-New Mexico Power Company.

January 25, 2021 Nova Scotia Utility and Review Board (NSUARB). Testimony before and on behalf of the NSUARB. *Regarding:* Unit commitment and dispatch of Nova Scotia Power, Inc. (NSPI) as part of biannual audit of the NSPI Fuel Adjustment Mechanism.

September 15, 2020 Public Service Commission of Utah. Surrebuttal Testimony of Carolyn A. Berry, Ph.D., on behalf of Vote Solar. *Regarding:* The Application of Rocky Mountain Power to Establish Export Credits for Customer Generated Electricity.

July 15, 2020 Public Service Commission of Utah. Rebuttal Testimony of Carolyn A. Berry, Ph.D., on behalf of Vote Solar. *Regarding:* The Application of Rocky Mountain Power to Establish Export Credits for Customer Generated Electricity.

May 8, 2020 Public Service Commission of Utah. Revised Affirmative Testimony of Carolyn A. Berry, Ph.D., on behalf of Vote Solar. *Regarding:* The Application of Rocky Mountain Power to Establish Export Credits for Customer Generated Electricity.

July 31, 2018 U.S. District Court for the District of South Carolina Columbia Division. Testimony at hearing in front of Honorable Judge Childs regarding SCE&G's Motion for Preliminary Injunction. *Regarding:* Recovery of costs incurred for the abandoned V.C. Summer nuclear plant in South Carolina.

May 13, 2016 Federal Energy Regulatory Commission, Docket No. EL00-95-288. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties concerning California Parties' Protest and Answer to Opinion No. 536-B Compliance Filings. *Regarding:* Calculation of seller refunds and overcharges including cost offsets.

October 6, 2015 Federal Energy Regulatory Commission, Docket Nos. EL02-60-007 and EL02-62-006 (Consolidated). Prepared Rebuttal Testimony of Carolyn A. Berry, Ph.D. on Behalf of the California Parties, (Exh. No. CAL-706). *Regarding:* The effect of Shell's misreporting on natural gas index prices and the link between Shell's unlawful conduct and the formation of the Shell long-term energy contract with the California Department of Water Resources.

May 19, 2015 Federal Energy Regulatory Commission, Docket Nos. EL02-60-007 and EL02-62-006 (Consolidated). Prepared Direct Testimony of Carolyn A. Berry, Ph.D. on Behalf of the California Parties, (Exh. No. CAL-268). *Regarding:* Analysis of intentional misreporting of natural gas transactions to index publications by Shell Energy North American and the link between Shell's unlawful conduct and the formation of the Shell long-term energy contract with the California Department of Water Resources.

March 2, 2015 Federal Energy Regulatory Commission, Docket No. EL00-95-281. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties concerning California Parties' Protest and Answer to Compliance Filings. *Regarding:* Calculation of seller refunds and overcharges for pre-refund period including cost offsets.

December 10, 2014 Federal Energy Regulatory Commission, Docket No. EL00-95-248. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties concerning California Parties' Motion for Procedures for Compliance Filings and Request for Expedited Action. *Regarding:*

Informational requirements and reporting templates for the calculation of refunds and overcharges for sales in the California ISO and PX during the Summer period.

May 3, 2013 Federal Energy Regulatory Commission, Docket No. EL00-95-248. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties concerning California Parties' Motion for Determination of Overcharges and for Refunds. *Regarding:* Calculation of net buyer positions to determine refunds owed by net sellers to net buyers.

March 12, 2013 Federal Energy Regulatory Commission, Docket No. EL01-10-085. Prepared Rebuttal Testimony of Dr. Carolyn A. Berry on Behalf of California Parties, (Exh. No. CAT-536). *Regarding:* Market power in PNW electricity markets.

September 21, 2012 Federal Energy Regulatory Commission, Docket No. EL01-10-085. Prepared Direct Testimony of Dr. Carolyn A. Berry on Behalf of California Parties, (Exh. No. CAT-213). *Regarding:* Market power in PNW markets and the determination of the physical source of energy sales to California.

March 1, 2012 Federal Energy Regulatory Commission, Docket No. EL00-95-248. Prepared Rebuttal Testimony of Dr. Carolyn A. Berry on Behalf of California Parties, (Exh. No. CAX-260). *Regarding:* Anomalous bidding and anti-competitive behavior in CAISO RT market and the amount of overcharges.

August 23, 2011 Federal Energy Regulatory Commission, Docket No. EL00-95-248. Prepared Direct Testimony of Dr. Carolyn A. Berry on Behalf of California Parties, (Exh. No. CAX-110). *Regarding:* Anomalous bidding tariff violations in California ISO RT market under the CAISO tariff, computation of competitive baseline prices in the California ISO RT market using dispatch model independently developed for the analysis, and the calculation of overcharges and refunds in the California ISO energy and ancillary services markets for the Summer 2000.

December 16, 2009 Federal Energy Regulatory Commission, Docket No. EL02-71-000. Rebuttal Testimony of Dr. Carolyn A. Berry on Behalf of California Parties, (Exh. No. CLP-73). *Regarding:* Assessment of quarterly reporting violations under the Commission's rules and remedies for these tariff violations.

July 1, 2009 Federal Energy Regulatory Commission, Docket No. EL02-71-000. Testimony of Dr. Carolyn A. Berry on Behalf of California Parties, (Exh. No. CLP-1). *Regarding:* Assessment of quarterly reporting violations under the Commission's rules and remedies for these tariff violations.

June 8, 2009 Federal Energy Regulatory Commission, Docket No. EL01-68-000. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties. *Regarding:* Analytical support for California Parties' Motion for Refunds for Unauthorized Rates in Excess of the Post-June 19, 2001 Proxy Market Clearing Price. Determination of rates in excess of just and reasonable rates as specified in FERC orders.

May 22, 2009 Federal Energy Regulatory Commission, Docket No. EL09-56-000. Testimony of Dr. Carolyn A. Berry on Behalf of the State of California, *ex rel.* Edmund G. Brown Jr., Attorney General. *Regarding:* Assessment of reporting violations and determination of

remedies to the California Energy Resources Scheduling Division of the California Department of Water Resources.

- May 22, 2009 Federal Energy Regulatory Commission, Docket No. EL00-95-000. Testimony of Dr. Carolyn A. Berry on Behalf of California Parties Regarding Remedies. *Regarding:* Methodology to determine refunds in support of the California Parties' motion for summary disposition.
- May 22, 2009 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000. Testimony of Dr. Carolyn A. Berry on Behalf of California Parties Regarding Mis-Reporting in Quarterly Reports. *Regarding:* Assessment of quarterly reporting violations under Commission rules.
- December 22, 2008 Federal Energy Regulatory Commission Docket No. EL00-95-164. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties. *Regarding:* Methodology to compute refunds owed to governmental entities and other non-public utilities.
- April 21, 2008 Federal Energy Regulatory Commission, Docket No. EL02-71-004. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties concerning FERC Quarterly Reporting. *Regarding:* Assessment of quarterly reporting violations under Commission rules.
- November 19, 2007 Federal Energy Regulatory Commission, Docket Nos. EL00-95-164. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties. *Regarding:* Methodology to compute refunds owed to governmental entities and other non-public utilities supporting California Parties' Second Request for Rehearing and Clarification of the Commission's October 19, 2007 Order on Remand.
- October 5, 2007 Federal Energy Regulatory Commission, Docket No. ER07-1373. Declaration of Dr. Carolyn A. Berry on Behalf of Pacific Gas and Electric Company. *Regarding:* Transmission operating agreement on the California-Oregon Intertie.
- July 24, 2007 Federal Energy Regulatory Commission, Docket Nos. EL07-75-000 and EC07-99-000. Declaration of Dr. Carolyn A. Berry on Behalf of the People of the State of California, *ex rel.* Edmund G. Brown Jr., Attorney General, the California Electricity Oversight Board, and the Public Utilities Commission of the State of California. *Regarding:* Impact of proposed merger in Great Plains Energy Incorporated, Kansas City Power & Light Company, and Aquila, Inc. on the ability of secure energy crisis refunds.
- January 19, 2007 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000 *et al.*, EL00-98-000 *et al.*, EL00-98-042, and EL00-98-063. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties Concerning the APX Settlement and Release of Claims Agreement. *Regarding:* Impact of proposed settlement on market resolution of energy crisis refunds.
- December 4, 2006 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000 *et al.*, EL00-95-154, EL00-95-175, EL00-95-180, EL00-98-000 *et al.*, EL00-98-141, EL00-98-161, and EL00-98-166. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties. *Regarding:* Errors in November 2006 Cost Filing Submission of Powerex Corp.

December 4, 2006 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000, EL00-95-174, EL00-98-000, and EL00-98-160. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning the Cost Filing Submission of Portland General Electric Company Dated November 16, 2006.

June 12, 2006 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000 and EL00-98-000. Declaration of Dr. Carolyn A. Berry on Behalf of California Parties Concerning Allocation of Cost Recovery Refund Offsets.

April 13, 2006 Superior Court of the State of California in and for the County of San Diego, J.C.C.P. Nos. 4221,4224, 4226 and 4228. Declaration of Carolyn A. Berry in Support of PG&E's Objections To Class Settlement, in Natural Gas Anti-Trust Cases I, II, III & IV.
Regarding: Refunds owed by Sempra for overcharges in the California electric markets.

March 29, 2006 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000 *et al.*, EL00-95-154, EL00-95-175, EL00-95-180, EL00-98-000 *et al.*, EL00-98-141, EL00-98-161, and EL00-98-166. Prepared Responsive Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Recovery Compliance Filing of Powerex Corp.

March 29, 2006 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000, EL00-95-144, EL00-95-174, EL00-98-000, EL00-98-131, and EL00-98-160. Prepared Responsive Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning the Supplemental Cost Recovery Filing of Portland General Electric Company.

March 20, 2006 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000, EL00-95-142, EL00-98-000, and EL00-98-129. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing Submission of Puget Sound Energy to the California Independent System Operator.

March 13, 2006 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000, EL00-95-154, EL00-95-175, EL00-98-000, EL00-98-141, and EL00-98-161. Prepared Supplemental Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Recovery Compliance Filing of Powerex Corp.

February 27, 2006 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000, EL00-95-144, EL00-98-000, and EL00-98-131. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Recovery Compliance Filing of Portland General Electric Company.

February 27, 2006 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000, EL00-95-154, EL00-98-000, and EL00-98-141. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Recovery Compliance Filing of Powerex Corp.

December 1, 2005 Federal Energy Regulatory Commission, Docket Nos. EL00-95-000, EL00-98-000, and ER03-746-000. Declaration of Dr. Carolyn A. Berry on Behalf of the California Parties in support of, "California Parties' Disputes Relating to Cost Offsets and Refund Re-runs."

October 24, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-142 and EL00-98-129. Prepared Supplemental Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing of Puget Sound Energy.

October 24, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-147 and EL00-98-134. Prepared Supplemental Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing of Idaho Power Company and IdaCorp Energy L.P.

October 25, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-154 and EL00-98-141. Prepared Supplemental Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing of Powerex Corp.

October 11, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-146 and EL00-98-133. Prepared Testimony of Dr. Carolyn A. Berry Concerning Cost Filing of TransAlta Energy Marketing (US) Inc.

October 11, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-147 and EL00-98-134. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing of Idaho Power Company and IdaCorp Energy L.P.

October 11, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-144 and EL00-98-131. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing of Portland General Electric Company.

October 11, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-154 and EL00-98-141. Prepared Testimony of Dr. Carolyn A. Berry Concerning Cost Filing of Powerex Corp.

October 11, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-141 and EL00-98-128. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing of the PPL Montana LLC and PPL EnergyPlus LLC.

October 11, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-143 and EL00-98-130. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing of the Public Service Company of New Mexico.

October 11, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-142 and EL00-98-129. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing of Puget Sound Energy.

October 11, 2005 Federal Energy Regulatory Commission, Dockets EL00-95-138 and EL00-98-125. Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning Cost Filing of Edison Mission Marketing & Trading, Inc.

August 31, 2005 California Public Utilities Commission, Rulemaking Nos. 04-04-003 and 04-04-025. "Pacific Gas and Electric Company Prepared Testimony on Qualifying Facilities Policy and Pricing Issues," Chapter 3, Section D, Proposed SRAC Energy Prices and Chapter 3B, Appendix B, Calculation of Overpayments from Mandated QF S01 Extensions Pursuant to Decisions 03-12-062 and 04-01-050.

August 22, 2005 Federal Energy Regulatory Commission, Docket Nos. EL00-95 and EL00-98. Declaration of Dr. Carolyn A. Berry on Behalf of the California Parties in support of "California Parties' Comments in Support of Cost Filing Template."

July 12, 2005 Federal Energy Regulatory Commission, Docket Nos. EL00-95-127, 081, 074, and 086 and EL00-98-114, 069, 062, and 073. Declaration of Dr. Carolyn A. Berry on Behalf of the California Parties Concerning the LADWP Revised Compliance Filing in support of "California Parties' Comments in Opposition to Revised Emissions Calculations and Compliance Filing of the City of Los Angeles Department of Water and Power."

May 9, 2005 Federal Energy Regulatory Commission, Docket Nos. EL00-95-127, 081, 074, and 086 and EL00-98-114, 069, 062, and 073. Declaration of Dr. Carolyn A. Berry on Behalf of the California Parties in support of "California Parties' Supplemental Comments in Response to Emissions Calculations and Compliance Filing of the City of Los Angeles Department of Water and Power."

April 7, 2005 Department of Energy, Office of Coal and Power, Import/Export Office of Fossil Energy, Docket No. EA-171-B. Reply Declaration of Dr. Carolyn A. Berry on Behalf of the California Entities in support of "California Entities' Petition to Intervene and Protest Application of Powerex Corporation for Renewal of Export License." *Regarding:* Violations of Powerex's export license.

March 7, 2005 Department of Energy, Office of Coal and Power, Import/Export Office of Fossil Energy, Docket No. EA-171-B. Declaration of Dr. Carolyn A. Berry on Behalf of the California Entities in support of "California Entities' Petition to Intervene and Protest Application of Powerex Corporation for Renewal of Export License."

January 19, 2005 Federal Energy Regulatory Commission, Docket Nos. EL00-95 and EL00-98. Reply Declaration of Dr. Carolyn A. Berry on Behalf of the California Parties in support of "California Parties' Reply Comments on the Substance, Format and Support for Cost-Based Filings."

January 10, 2005 Federal Energy Regulatory Commission, Docket Nos. EL00-95 and EL00-98. Declaration of Dr. Carolyn A. Berry on Behalf of the California Parties in support of "California Parties' Comments on the Substance, Format and Support for Cost-Based Filings."

June 14, 2004 Federal Energy Regulatory Commission, Docket No. EL00-95-087. Declaration of Dr. Carolyn A. Berry in support of "California Parties' Request for Rehearing of May 12 Order on Requests for Rehearing and Clarification." *Regarding:* Price mitigation of the \$2.9 billion imbalance energy sales by the California Energy Resource Scheduling Division of the California Department of Water Resources.

April 26, 2004 Federal Energy Regulatory Commission, Docket Nos. EL03-166-000. Declaration of Dr. Carolyn A. Berry in support of "California Parties' Request for Rehearing of Order Approving Contested Settlement Agreement Between FERC Trial Staff and Powerex Corporation. *Regarding:* Powerex gaming in the California electric markets and unauthorized partnerships.

- February 17, 2004 California Public Utilities Commission, R.99-11-022. Declaration of Dr. Carolyn A. Berry in support of "Opening Comments of Pacific Gas and Electric Company, The Office of Ratepayer Advocates, and the Utility Reform Network Regarding Qualifying Facility SRAC Payments From December 2000 Through March 2001." *Regarding:* Level of short-run avoided cost (SRAC) payments.
- January 20, 2004 Federal Energy Regulatory Commission, Docket Nos. IN03-10-000, PA02-2-000, *et al.* Declaration of Dr. Carolyn A. Berry in support of "California Parties' Request For Rehearing of Order Approving Stipulation and Consent Agreement With Duke."
- November 20, 2003 Federal Energy Regulatory Commission, Docket Nos. EL03-166-000, EL03-199-000, *et al.* Declaration of Dr. Carolyn A. Berry in support of "California Parties' Comments in Opposition to Proposed Agreement and Stipulation by Powerex Corp. and FERC Trial Staff." *Regarding:* Powerex gaming in the California electric markets and unauthorized partnerships.
- September 30, 2003 Federal Energy Regulatory Commission, Docket No. EL03-179-000. Declaration of Dr. Carolyn A. Berry in support of "Comments of Pacific Gas and Electric Company and Southern California Edison Company in Opposition to the Williams Settlement." *Regarding:* Williams gaming in the California electric markets and unauthorized partnerships.
- May 21, 2003 Federal Energy Regulatory Commission, Docket Nos. EL00-95-045 and EL00-98-042. Declaration of Dr. Carolyn A. Berry on Behalf of the California Parties in support of "California Parties' Motion to Reject Gas Cost Allowance Filings, Clarify Scope of Permissible Costs, and Establish Procedures." *Regarding:* Fuel cost allowance methodology and claims.
- May 2, 2003 Federal Energy Regulatory Commission, Docket Nos. PA02-2-000, EL00-95-075, and EL00-98-063. Declaration of Carolyn A. Berry on Behalf of Pacific Gas and Electric Company in *Fact Finding Investigation of Potential Manipulation of Electric and Natural Gas Prices*. *Regarding:* Method to compute natural gas cost allowance.
- March 3, 2003 Federal Energy Regulatory Commission, Docket No. EL00-95-000 (100 Days Discovery). Prepared Testimony of Dr. Carolyn A. Berry on Behalf of the California Parties. *Regarding:* Anomalous bidding in the California ISO spot electricity markets.
- October 15, 2002 Federal Energy Regulatory Commission, Docket Nos. EL00-95-045 and EL00-98-042. Declaration of Dr. Carolyn A. Berry on Behalf of Pacific Gas & Electric Company and the California Parties in response to the Commission's request for comments regarding the method for determining natural gas prices for purposes of calculating refunds as described in the staff report, "Initial Report on Company-Specific Separate Proceedings and Generic Reevaluations; Published Natural Gas Price Data; and Enron Trading Strategies" in Docket PA02-2-000.
- August 9, 2002 Federal Energy Regulatory Commission, Docket Nos. EL00-95-045. Prepared Surrebuttal Testimony of Dr. Carolyn A. Berry on Issues 2 and 3 Submitted on Behalf of

the California Parties. *Regarding:* Application of the MMCP methodology during the Refund Period.

July 26, 2002	Federal Energy Regulatory Commission, Docket Nos. EL00-95-045. Prepared Rebuttal Testimony on Issues 2 and 3 of Dr. Carolyn A. Berry on Behalf of the California Parties. <i>Regarding:</i> Application of the MMCP methodology during the Refund Period.
July 3, 2002	Federal Energy Regulatory Commission, Docket Nos. EL00-95-045. Prepared Responsive Testimony on Issues 2 and 3 of Dr. Carolyn A. Berry on Behalf of the California Parties. <i>Regarding:</i> Application of the MMCP methodology during the Refund Period.
February 25, 2002	Federal Energy Regulatory Commission, Docket Nos. EL00-95-045. Prepared Rebuttal Testimony on Behalf of the California Parties. <i>Regarding:</i> Computation and application of the MMCP methodology during the Refund Period.
February 4, 2002	Federal Energy Regulatory Commission, Docket Nos. EL00-95-001, EL00-98-001, <i>et al.</i> Declaration of Dr. Carolyn A. Berry in Support of Response of the California Parties. <i>Regarding:</i> Effects of the application of the MMCP as a clearing price, instead of cap.
January 31, 2002	Federal Energy Regulatory Commission, Docket Nos. EL00-95-045. Prepared Supplemental Responsive Testimony on Behalf of the California Parties. <i>Regarding:</i> Modified analysis of bid prices for mitigated market clearing prices.
November 6, 2001	Federal Energy Regulatory Commission, Docket Nos. EL00-95-045. Prepared Responsive Testimony on Behalf of the California Parties. <i>Regarding:</i> Analysis of heat rates and bid prices for the calculation of mitigated market clearing prices.
July 8, 2001	Federal Energy Regulatory Commission, Docket EL00-95-031. Testimony on behalf of Pacific Gas and Electric Company. <i>Regarding:</i> Refund methodology for overcharges in California markets.
November 22, 2000	Federal Energy Regulatory Commission, Docket EL00-95-000. Testimony on behalf of Pacific Gas and Electric Company in support of “Comments, Motion for Expedited Relief, and Application for Rehearing of PG&E.” <i>Regarding:</i> Estimation of margins earned by sellers for sales to the ISO and PX electricity and ancillary services markets during the summer period 2000.
February 8, 2000	Federal Energy Regulatory Commission, Dockets ER98-495-000, ER98-496-006, ER98-496-000, <i>et al.</i> Prepared Direct Testimony on behalf of the Federal Energy Regulatory Commission. <i>Regarding:</i> Payments to reliability must run units in the California Independent System Operator market.

PUBLICATIONS

- “Communities Advancing the U.S. Energy Transition,” with Vincent Musco, IAEE Energy Forum, 1st Quarter 2024.
- “How to Fix Discrimination Issues in SE Power Market Plan,” with Galen Erickson, *Law360*, December 3, 2021.

- "Amend Texas Emergency Electric Rules to Protect Customers." *Law360*, May 17, 2021.
- "Market Power Analysis of the Electricity Generation Sector," with William H. Hieronymous and J. Stephen Henderson. *Energy Law Journal* 23, no. 1 (2002).
- "Understanding How Market Power Can Arise in Network Competition: A Game Theoretical Approach," with Benjamin F. Hobbs, William A. Meroney, Richard P. O'Neill, and William R. Stewart, Jr. *Utilities Policy* 8, no 3 (1999).
- "Why Are Nodal Prices Sometimes Higher than \$1,000 If Supply Bids Are Capped at \$1,000?" *Economic Note*, FERC, August 1999.

PRESENTATIONS AND PANELS

- Speaker at GAR LIVE Construction Disputes, Multi-party/multi-contract arbitrations – expert evidence, Hotel Du Collectionneur, Paris, March 21, 2024.
- Presentation before the Regulatory Assistance Project's (RAP's) 24/7 Carbon-Free Workshop regarding Ratemaking, Pricing, and Compensation, August 1, 2023.
- "Energy Market Economics: Global Events and Their Impact on Electric Markets in the West," Panelist, 28th Electric Power in the West conference, January 26, 2023.
- "Grid Reliability Challenges: Will the Lights Stay On?" Panelist, Day Pitney webinar, November 10, 2022.
- "Energy Market Economics in the West—Return to Higher Natural Gas Prices: Is It a New Normal?" Presentation at the 27th Annual Seattle Conference on Electric Power in the West, April 15, 2022.
- "The Electricity Markets of Today—Will They Look the Same Tomorrow under New FERC Leadership?" Panel moderator at 16th annual Northeast Power and Gas Markets conference, May 2021.
- "FERC's Anti-Market Manipulation: Enforcement and Compliance Issues to Watch Out For," addressing FERC enforcement process; market manipulation and fraud; and Vitol Inc. and Dynegy manipulation cases. LIVE Webcast, The Knowledge Group, October 2019.
- "Base Refund Calculation for Energy and Ancillary Services." Presentation at industry-wide energy crisis settlement conference, Washington, DC, September 2006.
- "California Energy Crisis." Kogod Interactive Third Annual MBA Conference on Business Trends, American University Kogod School of Business, Washington, DC, February 2002.
- "California Electric Industry Restructuring: What Went Wrong? Where Do We Go from Here?" Forum for Women State Legislators, Power Politics: Energy Policy in the United States, Dan Point, CA, November 2001.
- "Distribution Services under Retail Access." World Bank presentation, Washington, DC, June 2001.
- "California Power Crisis: Implications for Power Sector Reform in Emerging Economies?" With William Meroney, Seminar in Energy Markets and Reform Thematic Group, World Bank, Washington, DC, January 2001.
- "Analyzing Strategic Behavior in Transmission Networks." by Carolyn A. Berry, Benjamin F. Hobbs, William A. Meroney, Richard P. O'Neill, and William R. Stewart, Jr., presentation at the IEEE/PES Power Engineering Society 1999 Summer Meeting, Edmonton, Alberta, Canada, July 22, 1999.

PROFESSIONAL ASSOCIATIONS

- International Association for Energy Economics
- American Economic Association
- Women's Council on Energy and the Environment

LANGUAGES

- Spanish (fluent)

CERTIFICATE OF SERVICE

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